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Article 1. PURPOSE

Section 1.01 The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions, and to provide a means for the prompt and equitable disposition of grievances.

Section 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for the residents.

Article 2. RECOGNITION AND SCOPE

Section 2.01 The Employer recognizes the Union as the sole collective bargaining agent for the bargaining unit comprised of all employees of Finlandia Nursing Home Limited in the Greater City of Sudbury, Ontario, save and except registered nurses, registered practical nurses, office staff, supervisors, persons above the rank of supervisor and students employed during the school vacation period.

[*Note: It is understood that for the purposes of the bargaining unit exclusion of students employed during the school vacation period, the "school vacation period" shall be defined as May 1st to September 1st,]

Section 2.02 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees results from such contracting-out. Contracting-out to an Employer who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

Section 2.03 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in regular hours of work of an employee in the bargaining unit.

Article 3. DEFINITIONS

Section 3.01 Bargaining Unit: The word "bargaining unit" when used throughout this Agreement shall mean the unit as defined in Article 2.01.

Section 3.02 Employee/Employees: The words "Employee" and "Employees" when used throughout this agreement shall mean persons included in the bargaining unit described in Article 2.01

Section 3.03 Full-time Employee: A full-time employee is an employee who is regularly scheduled to work seventy-five (75) hours in a bi-weekly period, exclusive of unpaid meal periods.

Section 3.04 Part-time Employee: A part-time employee is an employee who is regularly scheduled to work less than seventy-five (75) hours in a bi-weekly period, exclusive of unpaid meal periods.

Section 3.05 Singular/Plural Pronoun: Whenever the singular pronoun is used in this Agreement, it may also be deemed to mean the plural where the content so requires and vice-versa.

Section 3.06 Spouse/Partner: The term "spouse" or "partner" as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

Section 3.07 Peak Summer Vacation Period: The peak summer vacation period is defined as June 15th to September 15th.

Section 3.08 Seniority: Seniority is a rating of employees based on time worked and is a factor in promotions, job postings, layoffs, recall, scheduling, and vacation time preferences, as provided for under the express provisions of the collective agreement. The method of accumulation of seniority is addressed under Article 12 of the collective agreement.

Section 3.09 Service: Service is a measure of an employee's length of employment and is used to determine an employee's entitlement to some compensation related benefits such as level of vacation entitlement, level on the wage grid. The method of accumulation of service is addressed under Article 12 of the collective agreement.

Article 4. MANAGEMENT RIGHTS

Section 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home.
- (b) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (c) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be in accordance with Article 10.10.

- (d) to generally manage the Home and, without restricting the generality of the foregoing, to determine the number and location of the Home establishments, the services to be rendered, the methods, the work procedures, the kind and location of machine, tools instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Home's residents, employees and the public;
- (e) To exercise those rights, powers, functions, or authority which are not specifically abridged or modified by this Agreement.

The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

Article 5. DISCRIMINATION /HARASSMENT

Section 5.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or because of the employee's activity or non-activity in the Union.

Section 5.02 Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

Section 5.03 Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act.

- (a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- (b) The Employer and the Union are committed to .providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act.

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

(c) The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, within the meaning of the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment").

- i. 'Workplace Harassment' is defined under the Occupational Health and Safety Act as: "engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome".

Workplace sexual harassment means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

- ii. 'Workplace Violence' is defined under the Occupational Health and Safety Act as:

- the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker;
 - an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
 - a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- iii. The Employer and the Union further acknowledge that the Long- Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are threatening or unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.
- iv. It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the employee for the remainder of their shift. The Employer will make every reasonable effort to rectify the situation. The employee will also complete an Employee Incident/Hazard Report Form.

The Employer will give all such violence related Incident/Hazard Reports to the Union within three (3) calendar days of the Employer receiving the Employee Incident/Hazard Report Form.

Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees who encounter workplace violence.

Section 5.04 Where a bargaining unit member complains of discrimination or harassment under the Ontario Human Rights Code, or bullying, or workplace harassment or workplace violence as defined in 5.03 a), b) and c) above, by;

- (i) a person other than another bargaining unit member, the member shall bring such complaint to the attention of the Employer and of Unifor, Mine Mill Local 598. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response the complainant is entitled to file a grievance under the terms of this Collective Agreement.
- (ii) another Unifor, Mine Mill Local 598 bargaining unit member, the complainant must first bring any complaint under this section to the attention of both the unit chair and employer representative. The complaint will then be jointly investigated in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union.

Section 5.05 For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between employees or non-aggressive employee conflicts or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

Section 5.06 The Employer and the Union agree that an employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under this Article 5 and may be subject to disciplinary action.

Section 5.07 In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable. The employer will meet its obligations to provide annual training on Workplace Harassment and Violence as may be required by the Occupational Health and Safety Act and other legislation. Such mandatory annual training shall follow the conditions set out in Article 15.04c).

Section 5.08 Policy

- (a) Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and Unifor and its Local 598 (Mine Mill) do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the Ontario Human Rights Code and this Policy, by another bargaining unit member.

Article 5.04 i), and not this Letter, applies to circumstances in which one bargaining unit member alleges harassment, as defined by the Ontario Human Rights Code, by a person other than another bargaining unit member.

- (b) What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

- (c) Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and Unifor and its Local 598 (Mine Mill) will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

- The Employer and Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes
- mimicking a person's accent or mannerisms
- offensive posters or pictures on paper
- repeated sexual remarks
- physical contact that could be perceived as degrading
- sexual flirtation, advances, propositions
- leering
- comments about a person's sex life
- innuendo, gestures or taunting about a person's body, disability, attire or gender

(d) Procedure

The Employer and Unifor are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counselling;
- facilitating in the resolution process and
- informing the complainant of their right to file a formal complaint with the Human Rights

Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

- i. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor). They may be either verbal or in written form.
- ii. The Employer and Unifor will document the complaint and the individual will be informed of the complainant's rights.
- iii. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- iv. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- v. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- vi. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.
- vii. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

- viii. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
- ix. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- x. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- xi. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

Section 5.09 The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be no retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not limited to the following: physical abuse, psychological abuse, emotional abuse, verbal abuse or sexual abuse.

It is agreed that when the employee is faced with the above-mentioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction and the employee will document the aggressive/abusive incident on the Employee Incident/Hazard Report Form.

The parties further agree that the Long-Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The parties understand that the Employer and employees are required to make every effort to provide appropriate care to residents who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit of

both the residents and the staff and in ensuring that the Employer takes every precaution reasonable in these circumstances for the protection of a worker.

Aggressive or abusive conduct that is exceptional for the resident or which represents a change in the level of behaviour for the resident will be documented in the progress notes and point of care.

All reported incidents of aggressive/responsive behaviours by residents to staff will be documented on the resident care plan/chart and a clear course of action for staff to follow when providing care to the resident will also be developed/recorded.

Reasonable steps and interventions within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include transfer of the staff member without penalty or loss of income to a different resident assignment or a different unit.

Abusive and aggressive resident behaviour will be reviewed at the multi- disciplinary care conference, which except in extenuating circumstances will include the primary RPN and/or HCA/PSW of the resident.

The parties further agree that suitable subjects for discussion with the Union/Company Committee will include aggressive and abusive residents.

Section 5.10 Domestic Violence - The parties hereby recognize and share the concern that employees uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. An employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without considering the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

Awareness of Women's Issues -The Employer and the Union recognize and are concerned with respect to the unique challenges that women face in their personnel lives including situations of violence and abuse. women to assist them in confronting these challenges and will also provide opportunities to the Union to share information as to the services that the Union can provide women who are facing these challenges.

Article 6. NO STRIKES OR LOCKOUTS

Section 6.01 During the agreement and the statutory extension thereof, the Union agrees that there will be no strikes and the Employer agrees there will be no lockouts.

Section 6.02 The terms "strike" and "lockout" are defined as in the Labour Relations Act, as may be amended from time to time.

Article 7. UNION SECURITY

Section 7.01 Each employee who is in the bargaining unit described in 2.01 shall, as a condition of employment, be subject to the deduction of regular monthly Union dues and to the deduction of the Unifor one-time initiation fee.

Section 7.02 The Employer will deduct from each employee covered by this agreement an amount equal to the regular monthly union dues as designated in writing by the union and will deduct from each employee, on a one-time only basis, the Unifor initiation fee: The union dues will be deducted on a bi-weekly basis.

The Employer will remit a special assessment of two (2) cents per hour per employee for all paid hours with each monthly remittance and this special assessment shall be remitted to Unifor National at its Toronto address, as directed by the Union.' The Employer will also remit to Mine Mill 598, on a once per annum basis, a special dues assessment of \$500.00.

Section 7.03 In the case of newly hired employees, such union dues deductions and the Unifor initiation fee shall commence on the first deduction date following their date of hire, as designated in writing by the Union.

Section 7.04 The amount of the regular monthly dues and the Unifor initiation fee shall be those authorized in writing by the union in accordance with the Constitution of the Unifor and the union shall notify the employer of any changes therein in writing and such written notification shall be the employer's conclusive authority to make the deduction specified.

Section 7.05 In consideration of the Employer deducting and forwarding of union dues and the initiation fee authorized by the Union, the union agrees to indemnify and save the employer harmless against any claims or liabilities arising or: resulting from the operation of this article.

Section 7.06 The amounts so deducted shall be remitted monthly to the Secretary-Treasurer of the Union no later than the end of the third week in the month following the month in which the dues and initiation fees were deducted.

Section 7.07 A list of the employees for and on whose behalf union dues and initiation fees have been deducted and their hourly rate of pay will be forwarded to the Union with each dues remittance.

In addition, on a monthly basis, the Employer shall provide the Union with: the names of any employees for whom union dues have not been deducted in the month due to the employee being on a form of absence such that the Employer could not deduct union dues; the names of the employees who have resigned, retired or been terminated in the month; the names of the employees who have been laid off or recalled in the month; the names, classification, personal email address (if available) and current addresses of any new bargaining unit hires.

Section 7.08 Upon ratification of the collective agreement, the Employer will supply the Union with the classifications and names and addresses of current bargaining unit employees, and personal email addresses (if available), and the phone numbers of those employees who have authorized the Employer in writing to release their phone numbers to the Union. Thereafter, the Employer will provide the Local Union and the National Union Office employee addresses and the hours that the employees have worked two times per year.

Section 7.09 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee on the day of orientation or once during the first week of employment for the purpose of advising such employee of the existence of the Union and of the employee's rights and obligations under the term of this Agreement. The Employer shall advise the Union monthly as to the names of the new hires listed for interview and the time and place on the Employer's premises designated for such interview, the duration of which shall not exceed one-half (1/2) hour.

Article 8. UNION COMMITTEE & REPRESENTATION

Section 8.01 The Employer recognizes Unifor and its Local 598 (Mine Mill) representatives, as herein provided, as representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement.

Section 8.02

(a) Union Committee Persons and Stewards

The Union shall elect up to three (3) members of the bargaining unit who shall function as the Union Bargaining Committee and representatives of the employees in all matters pertaining to this collective agreement. One of the three representatives so elected shall be the Union Chairperson.

In addition to the three Union Committee members, the Union may elect up to an additional four (4) stewards in order to provide representation for all departments and shifts.

It is understood that when processing grievances, no more than a total of one Committee member or steward shall meet with the Employer at any one time, except where necessary to ensure equal representation or at Step 3 when a total of two Union Committee representatives (Union Committee members and/or stewards combined) may meet with the Employer.

(b) The Unifor National and/or its Local 598 (Mine Mill) Representative will have the right to be present at all meetings with the Employer dealing with any aspect of this collective agreement including the negotiations of the collective agreement.

- (c) The Union Committee shall have the right at any time to the assistance of representatives of the Unifor (National and/or Local 598 Mine Mill). Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.
- (d) The Union shall inform the employer of the names of the committee in writing annually. The Union shall update the list in writing whenever changes occur.
- (e) The Employer shall inform the Union of the names of the Department Heads and Supervisors in writing annually. The Employer shall update the list in writing whenever changes occur.
- (f) The three employees on the Union Bargaining Committee shall be paid their regular straight time hourly rate of pay for all regularly scheduled hours lost due to attendance at negotiation meetings with the Employer up to and including conciliation, but not thereafter.
- (g) A Union Committee person or steward shall be paid their regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at a grievance meeting with the Employer up to but not including the arbitration stage.

Section 8.03 The Union agrees that Union committee members and stewards elected or appointed by the Union shall be regular employees of the employer who have completed at least six (6) months of service with the employer.

Section 8.04 The Union acknowledges that the Union committee members and stewards have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union committee member or steward to leave their work to attend to Union business, the committee member or steward may so leave their work without loss of pay for their regularly scheduled hours of work to attend to Union business on the following conditions:

- (a) such business must be between the Union and the Home;
- (b) the time spent shall be devoted to the prompt handling of the Union business;
- (c) the employee concerned shall obtain the permission of the Department Head, if the Department Head is on the premises, or the Department Head's designate if the Department Head is not on the premises before leaving the employee's work, provided that such permission shall not be unreasonably withheld. Upon completion of the employee's business, the employee will report to the Administrator or designate, as applicable, and then return to the employee's regular duties;
- (d) the Company reserves the right to limit such time if it deems the time so taken to be excessive.

Section 8.05 Union/Company Committee Meeting

The Employer and the Union Bargaining Committee shall meet quarterly, or as otherwise mutually agreed, to discuss matters of mutual concern and interest. A Union Representative (National or Local 598 Mine Mill) may also attend this meeting. A request for a meeting shall be made in writing at least one (1) week in advance of the date proposed and will be accompanied by a proposed agenda of matters for discussion.

Union Committee member(s) who attend a Union/Company Committee meeting will be paid their

straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

Section 8.06 Workload Complaint

- (a) Either the Union or the Employer may submit a complaint in writing relating to the workload to the Union/Company meeting. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care, including, but not limited to dietary, housekeeping/laundry, etc.
- (b) The written workload complaint, to the extent possible, should be detailed as to facts, reasons and recommended resolutions. The complaint should be submitted at least one (1) week before the meeting of the Union/Company Meeting.
- (c) The written workload complaint must constitute an agenda item for discussion at the meeting of the Union/Company.
- (d) The employer or the Union must respond to the written workload complaint in writing, this response may be made within two (2) weeks following the meeting of the Union/Company Committee where the complaint was discussed.
- (e) Both the written complaint and the written response shall be attached to and form part of the minutes of the Union/Company Committee meeting where the complaint was discussed.
- (f) It is understood that a workload complaint is not subject to the grievance or arbitration procedure.
- (g) Complaints that are properly the responsibility of the Joint Occupational Health and Safety Committee will be referred to that Committee to address.

Section 8.07 The Employer will provide space in the lunchroom for the Union to place a locked filing cabinet for the Union's exclusive use.

Section 8.08 The Union Chairperson will be assigned during the term of office to a shift rotation where the primary shift is the day shift, unless mutually agreed otherwise by the parties. If the Union Chairperson is not working on such a shift rotation the Chairperson will exchange shift rotation with the least senior employee in the same classification who has a primary day shift rotation. At the end of the employee's tenure as Union Chairperson, the employee and the other employee(s) will revert back to their prior shift rotation.

Section 8.09 The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during the Union Chairperson's term of office provided the Union Chairperson is qualified, able and willing to perform any available bargaining unit work.

Article 9. HEALTH, SAFETY AND ENVIRONMENT

Section 9.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

Section 9.02 A Joint Health and Safety Committee will be established with representation from the various bargaining units and of employees who are not represented by Unions and an equal number of Employer Representatives. The number of Employer representatives shall not exceed the total number of union representatives.

Unifor will be entitled to one representative for every fifty members in this bargaining unit, with a minimum of two (2) representatives.

Where the certified worker representative on the Joint Health and Safety Committee is not a Unifor representative from any of the Unifor bargaining units represented on the Committee, the Employer will recognize a Unifor certified representative and will pay for the training costs of one Unifor certified representative. However, the Employer's obligation to pay for the certification of a Unifor certified

representative in circumstances in which there is a certified representative other than from a Uniformed bargaining unit is limited to a maximum of once every three years.

Section 9.03 At no time shall the number of Employer representatives be allowed to outnumber the total number of union representatives.

Section 9.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The union members of the committee will elect the Union co- chair.

Section 9.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time, including as provided for under the recent amendments to the Act pursuant to Bill 168, "Workplace Violence and Harassment". Meetings will be held bi-monthly, or more or less frequently as the committee may determine. Agenda items will be submitted one week prior to the Health and Safety meeting. The union co-chair and the Employer co-chair will rotate the responsibility for chairing the meetings every other meeting, unless agreed otherwise.

Section 9.06 Without limiting the generality of the foregoing, the committee shall:

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
 - i. Make recommendations for the improvement of the health and safety of workers.
 - ii. Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.

- iii. Record the minutes of the meetings, which shall be signed by the co- chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- iv. Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- v. The Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation with payment from the Employer.

Section 9.07 In the event of accident or injury, union and employer committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. The Employer will notify the Union Co-Chairperson of any 'near miss.' Near misses will also be reported to the Joint Health and Safety Committee at their meetings.

Section 9.08 No employee shall operate any piece of equipment or perform duties until the employee has received orientation, education and/or instruction.

Section 9.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost- work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

Section 9.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

Section 9.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

Section 9.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirements to practice universal precautions.

Section 9.13 National Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in the workplace in memory of workers killed or injured on the job.

It is the intent of the parties that the Unifor Health and Safety Committee members will be granted a union leave of absence without pay pursuant to Article 15.05 in order to attend the June 20th Memorial Day Services. If the Employer is unable to find a replacement for the member(s) as provided therein, the Employer will provide the Union with sufficient notice to permit the Union to facilitate the finding of a replacement.

Section 9.14 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them

to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

Section 9.15 Lockout and Machine Guarding

The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

Section 9.16 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, the employee shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodations as the Employer may direct or, failing that sick leave if the credits are available.

Section 9.17 Employment of Disabled Workers

- (a) Under the Human Rights Code of Ontario ("the Code") the Employer has a duty to accommodate employees with disabilities, provided that the discharge of this duty does not result in undue hardship. This duty to accommodate arises whether or not the disability is caused by a workplace accident or injury. This duty to accommodate and its discharge is subject to the definitions, defences, and limitations of the Code.

An employee has an obligation to notify the Employer of her need for accommodation and has a duty to cooperate thereafter in the accommodation process.

The Employer and the Union agree that this collective agreement will be applied and interpreted in a manner that permits this duty of accommodation to be discharged.

- (b) Where the required accommodation involves modification of the employee's job duties and where such accommodation can be provided without undue hardship, the accommodation will be attempted using the following sequence guideline:
- first, accommodation of the employee in the employee's pre- disability position;
 - failing such, accommodation of the employee within an available position in the employee's classification;
 - failing such, accommodation of the employee in an available position in another bargaining unit classification of the same or similar pay rate;
 - failing such, accommodation of the employee in any other available bargaining unit classification for which the employee possesses the qualifications.

It is understood that the above is a guideline and that the sequence for accommodation may be varied in individual circumstances. Without limiting the generality of the foregoing, the number of employees being accommodated within the same position is a relevant consideration and

may result in the employee being accommodated outside of the employee's predisability position or classification.

Nothing in the above sequence guideline prevents the Employer from varying the sequence and by-passing the disabled employee's pre- disability position in order to accommodate the employee within a specific position or job assignment which the Employer has designated or otherwise identified as being a position or job assignment suited for employees requiring certain modified job duties.

Subject to the employee's functional restrictions and abilities and the availability of positions which meet those restrictions and abilities, it is understood that where possible a full-time employee will be accommodated in a full-time position and a part-time employee will be accommodated in a part-time position.

- (c) The Employer will notify the Union of any bargaining unit employee who has requested accommodation for a disability and will also advise the Union of any accommodation granted or denied.

Where the Employer is able to readily grant accommodation to an employee the Employer may do so and then notify the Union of the accommodation.

Where the Employer returns an employee to modified work within their classification which impacts the work of other employees, the Employer will notify and discuss the situation with the union.

Where the Employer assesses that it is not able to readily grant accommodation, the Employer will notify the Union and meet with the Union and employee to discuss the accommodation request and further options.

Any agreement reached between the parties will prevail over the terms of any contrary provisions in the collective agreement. The defenses and limitations under the Ontario Human Rights Code shall apply.

- (d) The employee acknowledges the employee's obligations and the Employer acknowledges the Employer's obligations, regarding an Early and Safe Return to Work program as may be set out under the Workplace Safety and Insurance Act and this collective agreement will be interpreted in such a way as to permit these obligations to be discharged.

Section 9.18 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at the employee's regular rate of pay. Such employee shall be provided with transportation to the employee's doctor's office or the hospital and to the employee's home as indicated, at the Employer's expense.

Section 9.19 It is the intent of the parties that on a quarterly basis, all Unifor Health and Safety Committee representatives will be granted one (1) day off as a union leave of absence without pay pursuant to Article 15.05 in order to meet and share information and to discuss the coordination of health and safety issues. The Union will provide as much advance notice as possible. If the Employer is unable to find a replacement for the member(s) as provided therein, the Employer will provide the Union with sufficient notice to permit the Union to facilitate the finding of a replacement.

Section 9.20 Infection Control Committee:

The Union will be entitled to elect or appoint one representative to sit and participate on the Infection Control Committee, a committee that is separate from the Joint Health and Safety Committee. The Union representative will be paid their straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

Section 9.21 In consultation with the Joint Occupational Health and Safety Committee, the Employer will review its Workplace Violence Policy on an annual basis, to which meeting(s), the Unifor, Mine Mill Local 598 Union Bargaining Committee will also be invited to attend and participate. The Policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

Section 9.22 The Employer agrees to provide education and information on the prevention of violence to all employees who may come into contact with potentially aggressive persons.

Article 10. GRIEVANCE AND ARBITRATION PROCEDURE

I. GRIEVANCE PROCEDURE:

Section 10.01 The parties to this agreement recognize the Union Committee persons, stewards and the Unifor representatives as the agents through which employees shall process their grievances.

Section 10.02 It is agreed that an employee may have the assistance of a Union committee person or a steward in the presentation of the employee's complaint or grievance at any stage of the procedure.

Section 10.03 It is understood that where a Union Committee person or steward attends a grievance meeting with the Employer to assist in the presentation of a complaint or grievance, the union committee person shall be paid the regular straight time hourly rate of pay for time lost from the employee's scheduled hours of work due to attendance at the meeting. It is understood that only one Union representative (a union committee member or a steward) shall attend a grievance/complaint meeting with the Employer at any one time, except for the Step 3 meeting. The number of Employer representatives will not exceed the number of Union representatives in attendance.

Section 10.04 Definition of Complaint /Grievance

For the purposes of this Agreement, a complaint or grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.

Section 10.05 Complaint/Grievance Procedure

All complaints and grievances shall be taken up in the following manner:

Complaint Procedure - Step No. I

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's Supervisor the opportunity of adjusting the employee's complaint. The employee who may have the assistance of a Union Committee person or steward shall discuss the complaint with the Supervisor, within ten (10) calendar days after the circumstances giving rise to it have occurred and it is understood that no grievance may be filed where the circumstances giving rise to such grievance occurred more than ten (! 0) calendar days prior to the employee

discussing the complaint with the Supervisor. The Supervisor shall give a verbal decision within ten (10) calendar days following the discussion. Any settlement achieved at the complaint stage is without prejudice or precedent to the parties in any other existing or future matters, but is with prejudice to the specific complaint that has been resolved.

Failing settlement, the complaint may then be taken up as a written grievance within ten (10) calendar days following advice of the Supervisor's decision in the following manner:

Step No. 2

Within ten (10) calendar days following the decision under Complaint Procedure Step No. 1, a Union Representative may submit a written grievance to the Supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement, which are alleged to be violated.

The Supervisor will give a written response within ten (10) calendar days from date of submission of the written grievance.

Failing settlement, then:

Step No. 3

Within ten (10) calendar days from receipt of the written response of the Supervisor, a Union Representative may submit the grievance in writing to the Administrator and/or designate.

A meeting will then be held between the Administrator, and/or designate, the griever and up to a total of two Union representatives (Union Committee members and/or stewards combined) within ten (10) calendar days of the submission of the grievance at Step No. 3, unless such time frame is extended by mutual written agreement of the parties. It is agreed that the Employer's representatives and the Union's representatives in attendance will be the representatives appropriate for the issue(s) in the

grievance. A Unifor Local and/or National representative and the grievor may be present at the meeting. It is further understood that the Administrator, or designate, may have such counsel and assistance as the Administrator or designate may desire at such meeting.

The decision of the Administrator or designate shall be delivered in writing within ten (10) calendar days following the date of such meeting. Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration within thirty (30) calendar days after the decision of the Administrator or designate in Step No. 3 is given, in accordance with the arbitration process.

Section 10.06 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any employee covered by this Agreement, in writing, at Step Number 3 of the grievance procedure, by forwarding a written statement of said grievance to the Unifor Local 598 (Mine Mill) bargaining unit Chairperson, copied to the Unifor Local

598 (Mine Mill) Representative, within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Administrator, or designate, the Unifor Local 598 (Mine Mill) bargaining unit Chairperson and the Unifor Representative within ten (10) calendar days, unless such time frame is extended by mutual written agreement of the parties. The Unifor Representative shall give a decision in writing within ten (10) calendar days following the meeting and failing settlement, the grievance may be referred to Arbitration in accordance with the arbitration procedure.

Section 10.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by

the Employer of this Agreement in writing at Step Number 3 of the grievance procedure, providing that it is presented within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Policy Grievance shall be signed by a Union representative and submitted directly to the Administrator or designate. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

Section 10.08 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Supervisor or Administrator or designate, as applicable, within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

Section 10.09 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step 3 of the grievance procedure.

Section 10.10 Discharge Grievance

- (a) The discharge of a probationary employee shall be at the sole discretion of the Employer which discretion shall not be exercised in bad faith or in an arbitrary manner. A claim by a probationary employee that the employee has been discharged contrary to this standard shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 3 within ten (10) calendar days after the discharge is effected.
- (b) A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 3 within ten (10) calendar days after the date the discharge is effected.
- (c) Grievances under a) or b) may be settled under the Grievance or Arbitration Procedure by:
 - (i) Confirming the Employer's action in dismissing the employee; or
 - (ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
 - (iii) By any other arrangement which may be deemed just and equitable between the Union and the Company or by the arbitrator.

II. ARBITRATION PROCESS

Section 10.11 It is agreed by the parties hereto that any grievance arising from the difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration which is defined in the Ontario Labour Relations Act.

Section 10.12 In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within thirty (30) calendar days of the receipt of the answer at Step 3 along with the name of its nominee on an Arbitration Board. If no written request for arbitration is received within thirty (30) calendar days after the Step No. 3 response is given, the grievance shall be deemed to have been abandoned unless such timeframe is extended by mutual written agreement of the parties. Within ten (10) calendar days of receipt of such notice, the party shall notify the other of the name of its nominee. The two nominees shall then select an impartial chairperson. Failing to do so within twelve (12) calendar days, either party shall request the Minister of Labour for the Province of Ontario to appoint a chairperson. A Board of Arbitration shall have no power to alter, modify, detract from, suspend, amend, or change, rates of pay or provisions for another provision, but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

Section 10.13 Upon mutual agreement, the parties may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration.

The parties agree that one of the following arbitrators will be used as a single arbitrator or as chair of a panel, when necessary:

Louisa Davie William Kaplan

Dana Randall Peter Chauvin

During the term of this agreement, the parties may add to this list by mutual written agreement.

Section 10.14 Each of the parties hereto shall equally bear the expense of its nominee to the Board, and the parties hereto shall jointly bear the expenses and fees of the chairperson.

Section 10.15 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

Section 10.16 All agreements reached under the grievance or arbitration procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon Employer, the Union and the employees involved subject to the provisions re settlements achieved at Step No.1, Complaint Procedure.

Section 10.17 The Arbitrator shall not have the jurisdiction to alter, amend, modify, add to, or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, not to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

Section 10.18 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

Section 10.19 The time limits set out in the Grievance Process and in the Arbitration Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act. Any of the time limits above may be extended by mutual written agreement of the parties.

Section 10.20 If there is a backlog of grievances which have not been heard at Step No. 3 within the applicable time limits, the Employer will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

Section 10.21 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

Article 11. DISCIPLINE

Section 11.01 Copies of Written Discipline

A copy of any formal discipline that is to be recorded in writing in the employee's file shall be given to an employee and shall also be given to the Union Committee Chairperson.

Section 11.02 Access to Personnel File

Upon a written request given at least one (1) week in advance, an employee shall have access to review the employee's personal file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the Administrator or the Administrator's designate. The employee may have a Union committee person/steward present upon the employee's request. It is understood and agreed, however, that the employee is not entitled to see job references.

Section 11.03 An employee who is subject to formal disciplinary action, which is to be recorded in the employee's personnel file shall be entitled at the employee's request to have a Union Committee member present at the time such discipline is given. In each case the committee member will be present unless the employee waives this right by signing a waiver in the presence of the committee member.

In the normal course, the Employer will advise the Union Chairperson, or in the Union Chairperson's absence a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the employee may be a factor. It is understood that the Employer's failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

Section 11.04 Clearance of Disciplinary Record

Except as noted herein, records of formal disciplinary action will be removed from the employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file. Notwithstanding the foregoing, where the employee has been disciplined for resident abuse, the discipline will be removed from the file once thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

Section 11.05 Imposition of Discipline

Where the Employer becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the bargaining unit, the Employer will commence its investigation promptly and will complete the investigation in a reasonably expeditious manner, taking into consideration such factors as the availability of individuals and documents necessary to the investigation, as well as the nature, scope and complexity of the investigation that is required. Except as provided for below, the Employer will make its determination within fourteen (14) days of completion of the investigation, with it being understood that any required extension of this timeframe will not be unreasonably denied by the Union. It is understood, however, that where the Employer determines to defer its final determination as to whether discipline will be imposed until the outcome of an external investigation

or proceeding, the Employer will notify the Union and the employee of such. In each case where an employee(s) is the subject of an investigation, the committee member will be present unless the employee waives this right by signing a waiver in the presence of the committee member.

Article 12. SENIORITY AND SERVICE

Section 12.01 Accumulation of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis.

Full-time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) full-time employee commences employment on the same date, their seniority order will be determined by lottery on their first date of employment.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

For part-time employees, it is recognized that nineteen hundred and fifty (1950) hours worked within the bargaining unit equals one (1) year of full seniority and service. Effective March 4, 2003, part-time employees shall accumulate seniority and service on the basis of eighteen hundred (1800) hours paid equals one year of seniority and service.

For the purposes of seniority calculation, a part-time employee will not accrue more than 1800 hours in any twelve (12) month period.

[Note: the parties agree that the change in formula from 1950 hours = 1 year to 1800 hours = 1 year shall not have any retroactive impact prior to March 4, 2003. Any increase in wage level or vacation level resulting from the change in

formula shall be effective as of March 4, 2003 with no retroactivity].

Section 12.02 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of nineteen hundred and fifty (1950) hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit. A full-time employee whose status is changed to part-time shall be given credit for seniority and service on the basis of one (1) year of full-time seniority and service being equivalent to nineteen hundred and fifty (1950) hours of part-time seniority and service credit.

Effective for transfers on or after March 4, 2003, a part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of eighteen hundred (1800) hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit. A full-time employee whose status is changed to part-time shall be given credit for seniority and service on the basis of one (1) year of full-time seniority and service being equivalent to eighteen hundred (1800) hours of part-time seniority and service credit.

Section 12.03 Probationary Period

Full-time and Part-time employees newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked. The probationary period may be extended with the mutual agreement of the Employer, employee, and the Union.

Employees shall not accumulate seniority during the probationary period, however upon successful completion of the probationary period, the employee will be credited with seniority for the probationary period.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement. The discharge of a probationary employee shall be in accordance with Article 10.10.

Section 12.04 Seniority Lists

The Employer will keep up-to-date seniority lists for the bargaining unit and will post the same on a bulletin board by April 1st and October 1st of each year. A copy of the seniority list shall be sent to the Local 598 (Mine Mill) Union office at the time of the posting. Seniority lists will include names, classification, department, date of hire, seniority date and seniority hours.

Section 12.05 Protests with regard to the above-mentioned lists shall be submitted in writing to the Administrator within thirty (30) calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or the employee's representative, such error will be corrected immediately and when so corrected the agreed upon correction will be final and a revised seniority list will be posted and will be sent to the Local 598 (Mine Mill) union office.

Section 12.06 Loss of Seniority, Service

An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) voluntarily quits the employ of the Home;
- (b) retires or is retired;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;

- (d) has been laid off for twelve months if the employee had less than one (1) year of employment with the Employer on the date of the commencement of the layoff, or twenty-four (24) calendar months if the employee had one year or more of employment on the date of the commencement of the layoff;
- (e) is absent from work for a period of three (3) consecutive working days or more for which the employee was scheduled to work without a satisfactory reason for such absence; and/or is absent from scheduled work for a period of three (3) or more days without notifying the Employer without a satisfactory reason for the failure to notify;
- (f) Utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere, unless approved in writing by the Administrator;
- (g) fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
- (h) fails upon being notified of a recall to signify intention to return within five (5) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after the employee has received the notice of recall;
- (i) is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months; *
- (j) is in receipt of Workers' Compensation as a result of injury incurred while in the employ of the Employer and is absent for a period in excess of twenty-four (24) months. *

[*Note: The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code in the application of (i) and (j).]

Section 12.07 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following will apply:

- (a) the employer will pay its share of the health & welfare benefits for the calendar month in which the leave commences, and in the month immediately following.
- (b) if the leave of absence exceeds thirty (30) consecutive calendar days, benefits coverage may be continued by the employee, provided that the employee pays the total cost of the premiums to the employer for each monthly period in excess of thirty (30) consecutive days leave of absence except as modified by 12.07 a).
- (c) Seniority for the purposes of promotion, demotion, 1rnnsfer or layoff or any other seniority role shall be suspended and shall not accumulate during the period of the absence. Notwithstanding this provision, seniority shall accrue during an absence due to illness or due to a disability resulting in WSIB benefits for twenty-four months.

Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under the collective agreement will not accumulate but will remain fixed at the amount held at the commencement of the leave, and the benefits concerned appropriately reduced on a pro-rata basis. Notwithstanding the foregoing, service shall accumulate while an employee is absent due to illness or due to a disability resulting in WSIB benefits for a period of six (6) months.

- (d) Notwithstanding the above (a), the employee will continue to pay its share of the health and welfare benefits while an employee is on paid leave of absence or on illness leave or on WSIB leave for the maximum period provided for herein. The Employer will continue to pay its share of the health and welfare benefits while an employee is absent due to illness and is in receipt of the weekly indemnity/EI top-up benefit under Article 20.05 to a maximum of seventeen weeks. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB will continue for a maximum period of eighteen months.

- (e) It is understood that an employee who chooses to continue benefits under a, b, or d above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (f) Notwithstanding the foregoing, seniority accumulation, service accumulation and the Employer's continuation of its share of the benefit premiums, if any, for employees on pregnancy or parental leave shall be governed in accordance with Article 15.03.

[*Note: For part-time employees who accrue seniority and service during a leave of absence in accordance with this Article, or during vacation or any other provision of the agreement, the seniority and service will be calculated on the basis of their weekly (pro-rated if less than a week's leave) average of hours worked as averaged over the thirteen pay periods prior to the leave.]

Section 12.08 No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

Section 12.09 Seniority and Service re Transfer Outside of the Bargaining Unit

- (a) An employee who accepts a promotion with the Employer to a permanent or temporary position outside the bargaining unit and who is returned within six (6) months, or eighteen (18) months in cases of pregnancy/parental leave replacements, to the bargaining unit shall be given credit for all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit within this time frame, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee transferring out of the bargaining unit or an employee transferred as a result of the employee transfer out of the bargaining unit will be released.

The parties, employer and the union, agree that these time frames may be extended by mutual agreement.

- (b) The employee shall pay union dues to the local as established by the local based on their regular rate of pay at the time they accepted the transfer or the rate as adjusted by negotiated increases, times the hours of work performed while filling the position outside of the bargaining unit. The payment of the union dues is a requirement for the employee to retain accrued bargaining unit seniority and the right to return to the bargaining unit. Should the employee refuse or fail to pay union dues to the local they shall forfeit their right to return to the bargaining unit.
- (c) The only term and condition of this collective agreement that the employee is covered by while filling the position outside of the bargaining unit is this Article 12.09.

Article 13. JOB POSTING

Section 13.01 In the event new classifications within the bargaining unit are created or permanent vacancies or temporary vacancies as per 13.09 occur in a classification within the bargaining unit which the Employer intends to fill, the Employer will post notice on the bulletin board(s) and send it out through our Automated Software Program such vacancy for six (6) calendar days prior to filling the position. In order to receive consideration, applications from within the bargaining unit must be made within the six (6) calendar day period referred to herein.

Section 13.02 Notwithstanding 13.01, only the initial vacancy will be posted for six (6) calendar days. The first subsequent vacancy will be posted for four (4) calendar days and all subsequent vacancies will be posted for three (3) calendar days. The posted vacancies will be numbered in a manner that allows identification of the initial vacancy and sequentially each of the subsequent vacancies. All postings will end at 3:00 p.m. on the final day of the posting.

Section 13.03 The job posting will stipulate the department and classification, the qualifications, the rate of pay, the starting date, and for information purposes only the starting shift rotation.

Section 13.04 Employees who are on vacation, Pregnancy/Parental leave or a leave of absence of a definite term of six (6) months or less may indicate in advance in writing submitted to the Department Head or designate their desire to apply for a permanent job posting if such posting should occur during their absence. In such case, if the employee is the successful applicant, the Employer will fill the vacancy temporarily until the employee returns from vacation or leave of absence, provided that the leave of absence does not extend beyond six (6) months.

Section 13.05 If no applications are received by the close of the posting period or if the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside the bargaining unit.

Section 13.06

- (a) In filling vacancies within the bargaining unit all qualified applicants from within the bargaining unit shall be considered on the basis of the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall be awarded the vacancy.
- (b) Notwithstanding 13.06 a), where any qualified applicants from within the bargaining unit have more than three (3) years of seniority, the Employer shall award the vacancy to the most senior applicant who has the necessary ability.

Section 13.07 The name of the successful applicant shall be posted by the Employer within one day (i.e. excluding Saturdays, Sundays and fixed designated holidays) of the posting being accepted and the Employer shall give a copy of the posting to the Unit Chair.

Section 13.08 A successful applicant within the bargaining unit will be placed in the position for a period of one hundred and fifty (150) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) the Employer feels that the employee is not suitable for the position, and requires that the employee return to the employee's former position. Where during the trial period the Employer has concerns with respect to the employee's suitability, the Employer will so advise the employee and discuss ways of improving.

In the event of either (a) or (b) above the employee will return to the employee's former position and salary without loss of seniority within the employee's former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (a) or (b) above, the vacancy arising from the employee returning to the employee's former position will not be reposted. Rather, the Employer will offer the vacancy to the next highest ranked qualified applicant, in accordance with 13.06 who had originally applied for that vacancy. In the event that there were no other qualified applicants for the vacancy when it was originally posted or no qualified applicant accepts the posting, the Employer will repost the vacancy for a period of four (4) calendar days.

Section 13.09 Temporary Vacancies

- (a) A temporary vacancy is a vacancy created by an employee's absence due to pregnancy leave, parental leave, compensable or non-compensable illness or injury or any other leave of absence. Vacancies which are not expected to exceed thirty (30) calendar days may be filled at the discretion of the Employer. The Employer may fill the vacancy with a single part-time employee or may distribute the shifts amongst more than one part-time employee. It is understood that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Vacancies expected to exceed thirty (30) calendar days will be posted and filled in accordance with the criteria of Article 13.06, subject to the following. Full-time employees may only apply for full-time temporary vacancies which are reasonably anticipated to exceed six (6) months. Full-time employees are not permitted to apply for any part-time temporary vacancies.
- (b) The Employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from absence, the employee and others affected will return to their former positions.
- (c) A part-time employee who is selected to fill all or part of any temporary full-time vacancy will retain part-time status during the temporary period.
- (d) An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of the temporary position except as provided for below:
- (e) A part-time employee who is filling a temporary vacancy may apply for another temporary posting ('new temporary posting'):

- (f) which comes available in the last thirty (30) days of the temporary vacancy that the part-time employee is currently filling; or
- (g) which provides more hours than the temporary vacancy that the part-time employee is currently filling.

It is understood that a part-time employee may exercise this right to apply for a new temporary vacancy while already filling a temporary vacancy only one time (1x) in a calendar year.

Article 14. LAYOFF AND RECALL

Section 14.01 Definition of Layoff and Long-Term Layoff

A layoff for the purposes of this agreement will be defined as:

- (i) the elimination of a full-time employee's or part-time employee's position, or
- (ii) the reduction in regularly scheduled hours of a full-time employee, or
- (iii) the reduction by more than 50% of the regularly scheduled hours of a part-time employee who has a recurring master line rotation.

A long-term or permanent lay-off will be deemed to be any layoff that is reasonably anticipated to exceed twelve (12) calendar weeks.

It is understood that the reduction in regularly scheduled hours of a part-time employee who has a recurring master line rotation by 50% or less is not a layoff under these Articles 14.01 - 14.05 or under any provision of the collective agreement but is a reduction in regularly scheduled hours that is addressed under Article 14.06.

Section 14.02 Notice of Permanent, Long-Term Layoff

Notice to the Union

In the event of a layoff of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to the required notice for individual employees.

The Employer will meet with the Union through the Union/Company Committee to review the reasons and expected duration of the layoff, any realignment or service of staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in the collective agreement.

Notice to the Employees

In the event of a layoff of a permanent or long-term nature, the Employer will provide the affected employees with notice in accordance with the Employment Standards Act, except as set out below. Subject to any notice exceptions in the Employment Standards Act, the notice shall be in accordance with the following schedule:

Employee's Period of Employment	# of Weeks of Notice
Less than 3 years	2 Weeks
3 Years or more but less than 4 Years	3 Weeks
4 Years or more but less than 5 Years	4 Weeks
5 Years or more but less than 6 Years	5-Weeks
6 Years or more but less than 7 Years	6 Weeks
7 Years or more but less than 8 Years	7 Weeks
8 Years or more but less than 9 Years	8 Weeks
9 Years or more but less than 10 Years	9 Weeks
10 Years or more	10 Weeks

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

Section 14.03 Layoff Process (Full-Time)

- (a) In the event of a layoff of full-time employee(s), the Employer will lay-off full-time employees within the affected classification(s) and, where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:
 - (b) A full-time who is subject to layoff shall have the right to:
 - (c) accept the lay-off; or
 - (d) displace a full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee within the same classification or an identical paying or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation; or
 - (e) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation without training.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the full-time employee to choose (i), or (ii) or (iii) above shall be given in writing to the Administrator within three (3) days (excluding Saturdays, Sundays and fixed designated holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

Benefits on Layoff

In the event of a lay-off, provided the full-time employee deposits with the Home the employee's share of the premium costs of insured benefits for the succeeding month (save for sick leave, Weekly Indemnity and EI Sick top-up for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefit premiums for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

Section 14.04 Layoff Process (Part-Time)

In the event of a layoff of part-time employee(s), the Employer will lay-off part-time employees within the affected classification(s) and, where applicable, within the affected shift(s), in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:

A part-time employee who is subject to layoff shall have the right to:

- (i) accept the lay-off; or
- (ii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the part-time employee to choose (i), or (ii) above shall be given in writing to the Administrator within three (3) days (excluding Saturdays, Sundays and fixed designated holidays) following the notification of lay-off.

Employees failing to do so will be deemed to have accepted the lay-off.

Section 14.05 Recall Rights

[Clarification Note: Recall rights apply to those employees who have been laid off and are not actively employed either because they did not exercise their displacement rights or were unable to displace any other bargaining unit employee and "laid off" or "on layoff" shall bear the same meaning for the purposes of this Article.]

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided the employee has the ability and qualifications to perform the work.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

- (b) The Job Posting Process applies prior to the exercise of recall rights. If a laid off employee bids for and is successful in obtaining a job posting, the employee shall have no further rights with regard to recall.
- (c) No new employees shall be hired from outside of the bargaining unit until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found non-qualified or unable to perform the work available.
- (d) Employees on lay-off or notice of lay-off will be given opportunities for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on lay-off.

- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of the employee's intention to return to work within seven (7) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days after being notified of recall. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for the employee's proper address being on record with the Employer.

Section 14.06 Reduction in Regularly Scheduled Hours of a Part-Time Employee

- (a) Where the Employer reduces the number of regularly scheduled hours of a part-time employee who has a master line rotation by 50% or less, the Employer will provide the Union with at least three (3) weeks written notice, which notice is not in addition to the notice for individual employees. The Employer will provide affected employees with at least two (2) weeks notice of reduction of hours. Consistent with the options to displace as set out below, employees who are potentially impacted will be given notice of reduction in hours at the outset of the process.
- (b) A part-time employee who is subject to reduction in regularly scheduled hours shall have the right to:
- (c) accept the reduction in hours; or

- (d) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification provided that the part-time employee originally subject to reduction in hours is qualified for and can perform the duties of the classification without training and subject to the following. It is understood that a part-time employee cannot displace an employee who has a greater number of regularly scheduled hours than the part-time employee had prior to the reduction in hours. Accordingly, the part-time employee must displace the least senior part-time employee with regularly scheduled hours greater than the employee's reduced hours.

An employee will not be denied a displacement opportunity if their lack of qualification for a junior employee's position can be remedied by three (3) shifts of orientation.

The decision of the part-time employee to choose (i) or (ii) above shall be given in writing to the Administrator within three working days following the notification of reduction of hours. Employees failing to do so will be deemed to have accepted the reduction in hours.

Article 15. LEAVES OF ABSENCE

Section 15.01 Personal Leave

The Administrator or designate may grant, in writing, a request for a leave of absence without pay for personal reasons provided that the Administrator receives at least four (4) weeks advance written notice, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations and staffing requirements of the Nursing Home. The leave will not be unreasonably denied. Where it is not possible for the employee to provide four (4) weeks' notice, the employee shall provide as much advance notice of her request as possible. Applicants when applying must indicate the reason, the date of departure and the date of return.

Except as hereinafter provided, it is further understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th to September 15th or during the period from December 15th to January 8th. In extenuating compassionate circumstances, the employer may grant a personal leave of absence during these time periods.

It is expressly understood that personal leaves of absence will not be granted for the purposes of the employee engaging in gainful employment elsewhere, except where authorized in writing by the Administrator.

Section 15.02 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who is required to serve as a juror in any court of law, or is subpoenaed to attend as a witness for the Crown in any court, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home.

The Employer shall pay such an employee at the employee's straight time hourly rate of pay for all scheduled hours missed due to such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that the employee will be required for such service or attendance as set out above;
- (b) Presents proof of service requiring the employee's attendance and proof of dates and times of attendance;
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;

- (d) Comes to work during those scheduled hours of the day shift that the employee is not required to serve or attend for the purposes set out above, provided that at least one-half of the employee's shift remains.

In the event that an employee is scheduled to work on the evening shift, the employee will not be required to report for duty on an evening shift on the same day that the employee is required to attend either court or a coroner's inquest for the purposes set out above.

In the event that an employee is scheduled to work on the night shift, the employee will not be required to work on the night shift prior to such duty. Where the employee's presence is required in either court or a coroner's inquest past 1700 hours for the purposes set out above, the employee will not be required to attend work for the employee's night shift commencing later that day.

An employee on leave in accordance with this provision shall accumulate seniority and service.

Section 15.03 Pregnancy and Parental Leave

- (a) Preamble

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

Pregnancy Leave

- (b)

- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer at least two (2) weeks notice, in writing, of the day upon which

the employee intends to commence leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated Tday upon which delivery will occur.

- (ii) the employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of the employee's intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of intention to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that the employee is able to resume the employee's work.

Additional leave of absence may be taken under Article 15.03 II, Parental Leave.

- (c) An employee who does not apply for leave of absence under Article 15.03 (b)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (b)(i) upon providing the Employer, before the expiry of two (2) weeks after the employee ceased to work, with a certificate of legally qualified medical practitioner stating that the employee was not able to perform the duties of the employee's employment because of a medical condition arising from the employee's pregnancy, and giving the estimated day upon which, in the practitioner's opinion, delivery will occur or the actual date of delivery.

- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

It is understood that an employee who makes an election to continue the employee's contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of each month.

Where an employee makes such election to continue the employee's contribution towards the benefits, but then does not remit the employee's payment to the Employer as required above, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- (e) An employee who intends to resume the employee's employment on the expiration of the leave of absence granted to the employee under this Article shall so advise the Employer when the employee requests the leave of absence. If a full-time employee returns to work at the expiry of the leave, and the employee's former permanent position still exists, the employee will be returned to the employee's former job, former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to the employee's employment or to alternate work in accordance with the established seniority system of the Employer in existence at the time the leave of absence began and in the absence of such a system shall reinstate the employee in accordance with the provisions of Article 15.03 e).
- (g) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.03 II of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that the employee intends to take parental leave.

II. Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as the employee's own, or as may be defined or interpreted under the Employment Standards Act.
- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes

into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if the employee did not.

- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin whenever possible.
- (v) For the purposes of parental leave under 15.03 II Parental Leave, the provisions under a), d), e), f), g), h), and i) shall also apply.
- (vi) An employee may end parental leave as set out above provided the Employer receives written notice at least two (2) weeks before the last day of leave.

Section 15.04 Education Leave

- (a) The Employer may grant an employee request for an unpaid leave of absence to a maximum duration of twelve (12) months for an employee to upgrade the employee's employment qualifications as they relate to work in the Nursing Home provided that the employee provides at least one (1) months' notice in writing and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated, to that which the employee held prior to the Education Leave.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications in order to maintain their employment, the Employer shall pay the full cost associated with the courses.

- (c) Where the Employer requires an employee to attend any in-service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed. Where practical, the Employer will provide employees with access to a computer where the training is on-line and time during their regularly scheduled hours of work to attend such mandatory training and mandatory in-services.

When an employee is required by the Employer to attend in-services including online education outside their regularly scheduled working hours, and the employee does not attend same, the employee shall be paid for all time spent on such attendance at their regular straight time rate of pay.

[Note: The Employer's payment obligations under b) shall not apply to pre-employment conditions for employment.]

Section 15.05 Union Leave of Absence

The Employer will grant unpaid leaves of absence to employees to attend to Union business so long as the leaves do not interfere with the proper operation of the Nursing Home, and subject to the conditions set out herein:

- (a) The aggregate cumulative total leaves for the bargaining unit shall be forty (40) days in a calendar year, which does not include leaves of absence for employees selected to attend Unifor and its Local 598 (Mine Mill) education leaves. The aggregate cumulative total leaves for employees selected to attend Unifor and its Local 598 (Mine Mill) Education leaves shall be twenty-five (25) days in a calendar year;
- (b) The Union provides at least four (4) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible;

- (c) The leave is subject to the ability of the Employer to replace the employee at straight time hourly rates of pay;
- (d) Where the Union requests leave for multiple employees to be absent at the same time, the Union agrees to co-operate with the Employer in facilitating the replacement of the employees.

The Employer will keep an employee's salary and benefits (statutory and employment benefits) whole while the employee is absent due to Union leave under this Article 15.05, and the Union will fully reimburse the Employer for the cost of the salary and benefits upon receipt of the Employer's monthly billing.

Section 15.06 Long Term Union Leave

Upon application by the Union in writing, the Nursing Home will consider a request for a long-term leave of absence without pay to an employee elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of up to three (3) years and may be renewed for a further period as may be agreed between the parties.

Notwithstanding that the leave is a leave without pay; the employee will accumulate seniority and service during the leave. It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage.

Section 15.07 Bereavement Leave

- (a) A full-time employee will be allowed five (5) consecutive working days leave of absence without loss of pay in the event of the death of the employee's spouse/partner as defined in Article 3.06, and/or child, stepchild.

A full-time employee will be allowed three (3) consecutive working days leave of absence without loss of pay in the event of the death of the employee's father, mother, sister, brother, mother-in-law and father-in-law, grandparents,

grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents.

A full-time employee will be allowed one (1) day working days leave of absence without loss of pay in the event of the death of the employee's aunt or uncle.

- (b) A part-time employee will be allowed five (5) consecutive days leave of absence without loss of pay in conjunction with the date of death or the date of funeral or equivalent service (with one of the days being either the date of death or the date of funeral or equivalent service) in the event of the death of the employee's spouse/partner as defined in Article 3.06, and/or child, step-child. It is understood that pay for such days of absence is limited to the employee's scheduled days actually missed from work.**

A part-time employee will be allowed three (3) consecutive days leave of absence without loss of pay in conjunction with the date of death or the date of funeral or equivalent service (with one of the days being either the date of death or the date of funeral or equivalent service) in the event of the death of the employee's father, mother, sister, brother, mother-in-law and father-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents. It is understood that pay for such days of absence is limited to the employee's scheduled days actually missed from work.

A part-time employee will be allowed one (1) consecutive days leave of absence without loss of pay in conjunction with the date of death or the date of funeral or equivalent service (with one of the days being either the date of death or the date of funeral or equivalent service) in the event of the death of the employee's aunt or uncle. It is understood that pay for such days of absence is limited to the employee's scheduled days actually missed from work.

- (c) The Administrator may consider a request for an extension of a period of bereavement leave or other special instances of bereavement leave.

- (d) A full-time or part-time employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which the employee is on sick leave. When a full-time or part-time employee is on vacation and is eligible for bereavement leave, the employee shall be paid for the bereavement leave in accordance with this Article and the employee's vacation will be extended accordingly.

When a full-time employee is scheduled off on holiday and the employee is eligible for bereavement leave the employee will be paid for the bereavement leave in accordance with the above and will be granted a day off in lieu of the holiday to be scheduled in accordance with the lieu day scheduling provisions of Article 18.

Section 15.08

- (a) An employee's entitlement to and obligations with regard to any leave of absence set out in the Employment Standards Act shall be governed by the Employment Standards Act, unless modified below.
- (b) An employee who is on Leave set out in (a) above shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.

Any new leaves of absence created, which are in addition to those currently found in the Employment Standards Act as of April 30, 2018, shall be reinstated to his/her former position.

- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Leave set out in (a) above, the employee shall be reinstated to his/her former position.

Article 16. HOURS OF WORK & SCHEDULING

Section 16.01 Nothing in the following provisions or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the number of shifts of work per week or any other time period.

Section 16.02 The normal hours of work for a full-time employee shall be seven and one-half (7½) hours per day, not including a one-half hour unpaid meal period, and seventy-five (75) hours per bi-weekly period, exclusive of unpaid meal periods. The meal period will be scheduled within the first 5 ½ hours of the shift.

Section 16.03 Employees required for reporting purposes shall report to their work station five (5) minutes prior to the commencement of their shift, which period shall be unpaid.

Section 16.04 The Employer will schedule a full-time employee off, on average, four (4) days in the bi-weekly period.

The Employer will schedule full-time employees off every other weekend, unless the employee consents or requests to be scheduled to work additional weekends.

Section 16.05 An employee will be permitted a paid rest period of fifteen (15) minutes for each four (4) hours they are required to work, to be taken at time(s) designated by the Employer.

Section 16.06 Meal periods will be uninterrupted, except in cases of emergency. If due to an unforeseen circumstance, an employee is required to work through all or part of the employee's meal period, that portion of the meal period that was interrupted shall be rescheduled as soon as practical thereafter.

Section 16.07 It shall be the responsibility of the Department Head or designate to construct work schedules, including the days and shifts of work for an employee, the starting and quitting times each day, and the timing of lunch and rest periods.

Section 16.08 The Work Schedules will be available at least two (2) weeks before being effective.

Section 16.09 It shall be the responsibility of the employee to consult the work schedule.

- (a) It is understood that in the normal course, once the work schedule is available, the Employer shall not change the days and shifts of work of an employee without the employee's consent, which consent shall not be unreasonably withheld by the employee.
- (b) It is understood that a) does not apply in circumstances of layoff, or in extenuating circumstances where the change in the available schedule is necessary for resident care. In such cases, changes to the work schedule required by the Employer shall be brought to the attention of the employees as soon as possible.
- (c) It is understood that a) does not apply where the change in an employee's schedule arises due to another employee returning from a leave of absence with short notice, as herein provided.

It is understood that employees returning earlier than anticipated from a leave of absence other than illness or WSIB leaves are to provide at least two (2) weeks notice prior to returning. Employees returning from illness leave or WSIB are to notify the Employer by no later than noon (12 p.m.) on the day prior to the day that the employee is seeking to return. Where the employee provides the minimum notice and the Employer has already replaced the employee's shifts beyond the notice period, the shifts of the replacement employees will be cancelled. Such cancellation will not be a violation of the collective

agreement and the Employer will not be liable to the replacement employees for compensation for the cancelled shifts.

If an employee provides less than the required minimum notice, as applicable, and replacements have already been scheduled for the shifts falling within the required 2 week notice period (or, for WSIB or illness, the notice period provided for above), the shifts of the replacements will not be cancelled, and the returning employee will not be scheduled for those shifts. The Employer will not be liable for compensation to the returning employee for the said shifts.

Section 16.10 The Employer will not schedule full-time employees to work split shifts.

Section 16.11

- (a) Employees will be allowed to trade, that is mutually exchange shifts, with another employee of their own classification, with the prior approval of their Department Head or designate. Such request will be done electronically by the employee willing to exchange shifts, and submitted for approval at least two (2) working days prior to the exchange. Such approval shall not be unreasonably withheld. For the purpose of this Article, working days means Monday to Friday during office hours.

- (b) Part-time employees who have been employed for two years or more will be allowed to giveaway one shift per year to another employee of their own classification, with the prior approval of their Department Head or designate. Such request will be in writing dated, signed, and co-signed by the employee giving away and accepting the shift, and submitted for approval at least five (5) working days prior to the exchange and within the active schedule. Such giveaway shall not result in the payment of overtime premium. Such approval shall not be unreasonably withheld. For the purpose of this Article, working days means Monday to Friday during office hours. Employees cannot giveaway a shift during prime time from June 15th to September 15th or the December 15th to January 8th.

Part-time employees who have been employed for five years or more will be allowed to give away two shifts per year (in total) to another employee of their own classification, with the prior approval of their Department Head or designate. Such request will be in writing dated, signed, and co-signed by the employee giving away and accepting the shift, and submitted for approval at least five (5) working days prior to the exchange and within the active schedule. Such a giveaway shall not result in the payment of overtime premium. Such approval shall not be unreasonably withheld. For the purpose of the Article, working days means Monday to Friday during office hours. Employees cannot giveaway a shift during prime time from June 15th to September 15th or the December 15th to January 8th.

- (c) It is understood that any such change initiated by the employee and approved by the Department Head or designate shall not result in overtime compensation or any increased cost to the Employer or in any other claims on the Employer by any employee or by the Union under the terms of this Agreement.

Section 16.12 An employee will obtain permission from their Department Head or designate before leaving work prior to their scheduled quitting time. The Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy-five (75) hours.

Such an arrangement shall be established by mutual agreement of the Home and the employee affected. The parties agree that the arrangement applies to an individual, not to a position. The parties will agree to the scheduling provisions that will apply to the employee including that not additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements.

- (a) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be prorated to the amount worked by the employee under the Individual Special Circumstances Arrangement. The employee will retain full-time status, including but not limited to seniority and service.
- (b) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (c) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

Article 17. PREMIUM PAYMENT

Section 17.01 The regular straight time hourly rate of pay is that prescribed in the wage schedule of the collective agreement.

Section 17.02 Overtime shall be paid for all hours worked in excess of seven and one-half (7 ½) hours in a shift, exclusive of the unpaid meal period, and/or seventy-five (75) hours biweekly, exclusive of unpaid meal periods, at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. All overtime must be authorized in advance by the Department Head or designate.

Section 17.03 A full-time employee who is absent on paid time on scheduled work days because of sickness or holidays or vacation shall be considered as if the employee had worked the employee's scheduled hours during such absence for the calculation of eligibility for overtime.

Section 17.04 If an employee works a full seven and one-half hour shift and then works at least three (3) hours of overtime consecutive with the 7.5-hour shift, the employee shall be provided a meal by the Employer, or if a meal cannot be provided, the employee shall receive a meal allowance of five dollars (\$5.00).

Section 17.05 In the event that the Employer requires overtime to be worked at the end of a shift, the Employer will offer the overtime first to the full-time employees within the classification who are on shift in order of seniority and then to the part-time employees within the classification who are on shift in order of seniority. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification who are on shift in the reverse order of seniority.

Section 17.06 Overtime premiums or other premiums shall not be duplicated nor pyramided. Daylight Savings Time

Section 17.07 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

Section 17.08 Shift Premium

An employee shall receive a shift premium of forty-five cents (\$0.45) per hour for each hour worked between 3 pm and 7 am provided that the majority of hours of the shift worked fall between 3 pm and 7 am. Shift premium will not form part of the employee's straight time hourly rate of pay.

Section 17.09 Minimum Reporting Allowance

If an employee reports for work at the employee's scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at the employee's regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from the Department Head or designate not to report.

This minimum reporting hours of work or allowance does not apply and is not payable in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without required notice after absence.

Section 17.10 Where the employer offers an employee a call-in shift within one-half($\frac{1}{2}$) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided the employee completes the shift for which the employee was called in.

17.11 Weekend Premium

The Employer will pay a weekend premium of thirty cents (\$0.30) per hour for each hour worked between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday. The weekend premium will not form part of the straight time hourly rate of pay.

Article 18. HOLIDAYS

Section 18.01

- (a) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day	Family Day
Good Friday	Canada Day (July 1st)
Victoria Day	Labour Day
Civic Holiday	Boxing Day
Thanksgiving Day	Christmas Day

- (b) In addition to the holidays designated in (a) above, a full-time employee who otherwise qualifies will be entitled to a maximum of two additional float holidays, as determined by the employee's service in accordance with the following:

An employee with one or more years of service will be entitled to one float holiday.

An employee with three or more years of service will be entitled to a total of two float holidays.

Float holidays will be taken on a date(s) mutually satisfactory to the employee and to the employee's Department Head or designate, except that floating holidays cannot be taken in the period of December 15th - January 8th.

By September 1st, the Employer will notify any employee who has not yet scheduled all of their float holiday(s). The Employer will send individual notices and also post a general notice which general notice will serve as effective notice to any employee who inadvertently did not receive an individual notice. Where the employee has not submitted the employee's float holiday(s) request to the employee's Department Head or designate by September 15th, the Department Head will schedule the employee's floating holidays to be taken prior to December 15th.•

Floating holidays cannot be carried over from year to year and will not be paid out if not taken, except in the following limited circumstances:

- i. Where it is not possible for the Employer to schedule an employee to take the employee's floating holiday(s) due to the employee's unanticipated extended illness or WSIB compensable injury;
- ii. Where, due to operational circumstances, the Employer is not able to schedule an employee's floating holidays;
- iii. Where, due to operational circumstances, the Employer cancels an employee's scheduled floating holiday and is subsequently unable to reschedule the holiday (s) to be taken.

In these stated circumstances, the Employer will pay out the employee's floating holiday(s) at the end of the calendar year.

- (c) The designation of holidays for those full-time Employees who were employees of Garson Nursing Home at the time of its closure in September 2000 and who accepted employment with Finlandia Hoivakoti Nursing Home immediately thereafter commencing September 21, 2000 shall be governed by the Letter of Understanding Re "Holidays: Full-time Finlandia Employees/Former Full-Time Garson Employees."
- (d) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the holidays designated in 18.01 a) above. The intent is that during the duration of this agreement there will be no more than the number of holidays negotiated by the parties in this collective agreement.

Section 18.02

- (a) In order to be eligible for a paid holiday, a full-time employee must have worked the employee's last scheduled shift immediately preceding, and the employee's first scheduled shift immediately following, the holiday, unless the employee is on vacation or is absent due to an illness or injury confirmed by a physician's certificate, if requested. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or an unpaid leave of absence over thirty (30) days.

A full-time employee who is absent as a result of legitimate illness or accident will be eligible for the holiday(s) during the illness or accident to a maximum of one (1) holiday in any period of illness

- (b) An otherwise eligible full-time employee who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit holiday pay for the particular holiday unless absent due to illness or injury which is confirmed by a physician's certificate, if requested.

Section 18.03 A part-time employee who works on any of the designated non-float holidays listed in 18.01 a) shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the employee's regular straight time rate of pay for all hours worked on the holiday.

Section 18.04 A full-time employee who is required to work on any of the above-named holidays shall be paid at the rate of time and one-half times ($1\frac{1}{2}x$) the employee's regular straight time rate of pay for all hours worked on such holiday. In addition, a full-time employee who has qualified in accordance with Section 18.02 will be granted either:

- (a) holiday pay; or
- (b) a lieu day off with pay, to be taken within thirty (30) days before* or seventy-five (75) days following the holiday on a day mutually satisfactory to the employee and Supervisor.

It is understood that the employee must advise the Employer in writing at least seven (7) calendar days prior to the holiday whether the employee elects a) or b) and, if b) the employee must at the same time advise the Employer of the date(s) upon which the employee requests to take the lieu day. Where the employee fails to so advise the Employer the employee will be paid holiday pay for the holiday.

[*Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Employer the cost of the holiday pay and any attendant benefit costs. The Employer will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.]

Section 18.05 Where a holiday falls on a full-time employee's scheduled day off and the full-time employee qualifies for holiday pay in accordance with Section 18.02, the full-time employee will be paid holiday pay or will be granted a lieu day off with pay to be taken within thirty (30) days before * or seventy-five (75) days following the holiday on a day mutually satisfactory to the employee and the Employer.

The same rules with respect to employee seven (7) day advance notification of the employee's election to be paid holiday pay or take a lieu day off with pay and the employee's requested day if the employee opts for the lieu day as provided for in Article 18.04 apply.

[*Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Employer the cost of the holiday pay and any attendant benefit costs. The Employer will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.]

Section 18.06 A shift that begins or ends during the twenty-four (24) hour period on the calendar day of the above holidays, where the majority of hours of the shift fall within the calendar day of the holiday shall be considered a holiday shift and work performed on that shift shall be considered work performed on the holiday.

Section 18.07 Except with the consent of the employee, the Employer will endeavour to schedule employees off three consecutive days at either Christmas or New Year's, subject to the Employer being able to satisfy its staffing requirements. One of the three consecutive days will be Christmas Day or New Year's Day, as applicable. The choice of Christmas or New Year's and the choice of the three days to be taken at Christmas or New Year's shall be in accordance with seniority. It is agreed that the normal scheduling provisions shall not apply during the period of December 15th - January 8th.

Article 19. VACATION

Section 19.01 Except as provided for in Article 19.02 below, all full-time employees shall receive vacation with pay based on length of full-time continuous service as follows:

- (a) A full-time employee who has less than one year of continuous service will receive pay in the amount of four percent (4%) of earnings.
- (b) A full-time employee who has completed one (1) year of continuous service or more shall receive two (2) calendar weeks of vacation with vacation pay in the amount of four percent (4%) of all subsequent earnings earned thereafter.
- (c) A full-time employee who has completed four (4) years or more of continuous service shall be entitled to three (3) calendar weeks of vacation with vacation pay in the amount of six percent (6%) of subsequent earnings earned thereafter.

- (d) A full-time employee who has completed eight (8) years of continuous service or more shall be entitled to four (4) calendar weeks of vacation, with vacation pay in the amount of eight percent (8%) of subsequent earnings earned thereafter.
- (e) A full-time employee who has completed fifteen (15) years or more of continuous service, shall be entitled to five (5) calendar weeks of vacation, with vacation pay in the amount of ten percent (10%) of subsequent earnings earned thereafter.
- (f) A full-time employee who has completed twenty-two (22) years or more of continuous service, shall be entitled to six (6) calendar weeks of vacation, with vacation pay in the amount of twelve percent (12%) of subsequent earnings earned thereafter.
- (g) A full-time employee who has completed twenty-eight (28) years or more of continuous service, shall be entitled to seven (7) calendar weeks of vacation, with vacation pay in the amount of fourteen percent (14%) of subsequent earnings earned thereafter.

[*Note: Earnings shall include vacation pay.]

Section 19.02

- (a) This Article 19.02 applies to full-time employees of Finlandia Nursing Home who satisfy each of the following criteria:
 - i. The full-time employee was formerly a full-time employee of Garson Nursing Home at the time of the closure of Garson Nursing Home in September, 2000; and
 - ii. The full-time employee accepted full-time employment at Finlandia Nursing Home commencing in September 21, 2000 immediately after the closure of Garson Nursing Home, without interruption of employment in the two facilities.

- (b) Notwithstanding Article 19.01 f) all full-time employees who are defined in section 19.02 a) shall receive vacation with pay based on length of full-time continuous service as follows:

A full-time employee who has completed twenty (20) years or more of continuous service shall be entitled to six (6) calendar weeks of vacation with vacation pay in the amount of twelve percent (12%) of subsequent earnings earned thereafter.

- (c) A full-time employee as defined in Article 19.02 a) who had achieved twenty-five (25) years of continuous service prior to the closure of Garson and who was red-circled at the level of seven (7) calendar weeks of vacation with vacation pay in the amount of fourteen percent (14%) of subsequent earnings, shall continue to be red-circled at that vacation level.

Section 19.03 Except as provided in below, all part-time employees shall receive vacation with pay based on length of part-time continuous service calculated as follows:

- (a) An employee who has less than one year of continuous service will receive four percent (4%) of earnings.
- (b) A part-time employee who has completed 1800 hours or more of continuous service shall receive two (2) calendar weeks of vacation with vacation pay in the amount of 4% of subsequent earnings earned thereafter.
- (c) A part-time employee who has completed 7200 hours or more of continuous service shall be entitled to three (3) calendar weeks of vacation and shall be entitled to vacation pay in the amount of six percent (6%) of subsequent earnings earned thereafter.
- (d) A part-time employee who has completed 14,400 hours or more of continuous service, shall be entitled to four (4) calendar weeks of vacation and shall be entitled to vacation pay in the amount of eight percent (8%) of subsequent earnings earned thereafter.

- (e) A part-time employee who has completed 27,000 hours or more of continuous service, shall be entitled to five (5) calendar weeks of vacation, and shall be entitled to vacation pay in the amount of 10% of subsequent earnings earned thereafter.
- (f) A part-time employee who has completed 39,600 hours or more of continuous service, shall be entitled to six (6) calendar weeks of vacation, with vacation pay in the amount of twelve percent (12%) of subsequent earnings earned thereafter.
- (g) A part-time employee who has completed 50,400 hours or more of continuous service, shall be entitled to seven (7) calendar weeks of vacation, with vacation pay in the amount of fourteen percent (14%) of subsequent earnings earned thereafter.

[*Note: Earnings shall include vacation pay.]

[** Note: It is understood that the transition in part-time service formula shall be in accordance with Article 12.01. Any increase in vacation whether resulting from the transition in service formula and/or from the increases in vacation entitlement shall be effective on the dates stipulated above with no retroactivity.]

Section 19.04 Vacation on Termination

An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay, which has accrued to the employee to the date of separation.

Section 19.05

- (a) For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation must be taken in minimum one-week blocks, except as provided otherwise in 19.05 (b).
- (b) Notwithstanding Article 19.05 (a) and subject to the following, a full-time employee may split a maximum of two weeks of vacation entitlement into a maximum total of four blocks of single or multiple vacation days.

It is understood that the full-time employee may not take any part of the employee's split weeks of vacation during the period of December 15th to January 8th or on the employee's weekends of work during the summer period of June 15th - September 15th. Any part of the split vacation weeks taken during the summer period of June 15th-September 15th are included in the calculation of the four-week vacation cap for that period.

It is understood that the employee must request single or multiple vacation days in accordance with the applicable time frames for request, as set out in Article 19.09.

- (c) Notwithstanding Article 19.05a) and subject to the following, a part-time employee may split a maximum of one week of vacation entitlement into a maximum total of two blocks of single or multiple vacation days. For the purposes of this subsection c) only, one week of vacation entitlement is equal to five days.

It is understood that the part-time employee may not take any part of the employee's split week of vacation during the period of December 15th to January 8th or on the employee's weekends of work during the summer period of June 15th - September 15th. Any part of the split vacation week taken during the summer period of June 15th-September 15th are included in the calculation of the four-week vacation cap for that period.

It is further understood that during the period of June 15th - September 15th vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for a split vacation week.

It is understood that the employee must request the split vacation week in accordance with the applicable time frames for request, as set out in Article 19.09.

Section 19.06 Vacation shall not accumulate from year to year or be carried over from year to year.

Section 19.07 An employee must take the employee's vacation entitlement. An employee cannot waive vacation entitlement and draw double pay.

Section 19.08 Vacation shall not be granted during the period of December 15th - January 8th

Section 19.09

- (a) Subject to the following, the choice of vacation period for those employees who have submitted their request in a timely fashion, shall be based on the selection by the employees within the classification in accordance with their bargaining unit seniority, but shall be finally determined by the Administrator or designate having due regard to the proper operation of the facility and the Employer's staffing requirements.

It is however agreed that an employee shall not be entitled to take more than four (4) weeks of the vacation entitlement during the period of June 15th to September 15th-

- (b) Except for vacation requests for the prime summer period of June 15th September 15th, employees must submit their requests for vacation one (1) month in advance of the posting of the schedule in which the requested vacation falls.
- (c) The Employer will post a blank vacation request schedule by February 1st of each year for the prime summer period of June 15th - September 15th. Employee vacation requests are to be submitted by March 15th. By April 15th the Employer shall inform the employees who submitted their vacation requests by March 15th whether their requests were approved or denied.

Employees who file a timely request by March 15th will receive priority for their vacation requests, and where their vacation requests could not be accommodated, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting

such a late request cannot utilize seniority to displace any employee who submitted a timely request.

- (d) Personal leaves of absence will not be granted during the prime summer vacation period of June 15th - September 15th, except as provided for in Article 15.01.
- (e) By December 15th, the Employer will use the Automated Software system to send messages to employees who have not scheduled their entire vacation entitlement for the vacation year. Those employees must by January 8th submit their written requests for their remaining vacation entitlement to be taken by March 3rd and may submit their preferred time period for taking that vacation from the remaining available weeks of vacation. Priority of the vacation requests shall be done by seniority. The Employer will respond by January 15th to such requests.

In situations in which the Employer cannot grant the employee their vacation time due to operational needs or other unanticipated extenuating circumstances, the Employer will meet with the Unit Chair to address each individual case and reach agreement on a potential solution.

Section 19.10 Vacations- Interruptions

- (a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill or injured requiring the employee to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

Where the employee is discharged from the hospital and is still seriously ill or injured requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to the employee's residence or to bed rest, the period of such serious illness or injury will be considered sick leave provided the employee provides satisfactory medical documentation of the ongoing need for medical care and confinement.

- (b) The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.

Section 19.11 Vacation pay for full-time employees will be paid with their regular pay when they take their vacation off. Vacation pay for part-time employees, as with full-time employees, will be paid with their regular pay when they take their vacation off in accordance with the Letter of Understanding "re Vacation Pay Payout" attached to this collective agreement.

Section 19.12 The Employer will provide an employee with a vacation pay advance of the employee's earned vacation pay in the following circumstances only:

- (a) the employee must take the employee's vacation time off within the vacation year and will not be allowed through the receipt of the vacation pay advance to waive vacation time off; and
- (b) The employee requests the vacation pay advance in writing within the time frame required for requesting vacation, as per Article 19.09 and the employee indicated with the request the payroll in which the employee requests the vacation pay advance.

The vacation pay advance will be included in a regular payroll and will not be paid as a separate cheque or separate payroll.

Section 19.13 Grievances concerning an employee's vacation pay entitlement will be initiated at Step 3 of the Grievance Procedure.

Section 19.14 The vacation year shall be from April 1st to March 31st•

Article 20. HEALTH & WELFARE & INSURED BENEFITS

Section 20.01 The Employer agrees, during the term of the Collective Agreement to contribute towards the premium coverage for eligible full-time employees in the active employ of the nursing home under the insurance plans outlined in 20.02 - 20.05 subject to their respective terms and conditions including any enrolment requirements. It is understood that the details re: coverage, eligibility, deductibles, etc. are governed by the specific term of the plans.

Section 20.02 Life Insurance

The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees under a group life insurance plan to provide coverage in the amount of one-times (1x) the employee's annual salary.

Section 20.03 Extended Health Care Plan

The Employer agrees to contribute 75% of the billed premium towards coverage of eligible full-time employees under an Extended Health Care Benefits Plan. The Plan is subject to a 90% co-insurance limit, except for the Vision Plan specified below, and is subject to an annual deductible of \$20.00 (family) / \$10.00 (single).

The Extended Health Care Plan shall provide for a Hearing Aide benefit of \$400.00/individual every five (5) years.

It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical

reasons why the lowest cost interchangeable drug cannot be prescribed.

The Extended Health Care Plan will provide for a Drug Card with a positive enrolment feature.

The Extended Health Plan shall provide for Vision Care coverage of **\$250.00** per 24 consecutive months. Vision Care coverage will not be subject to the 90% co-insurance limit. **Effective April 1, 2024** the Vision Care Coverage will be increased to **\$300.00** per 24 consecutive months.

Section 20.04 Dental Plan

The Employer agrees to contribute 50% of the billed premiums towards coverage of full-time employees under a Dental Plan, equivalent to Blue Cross #7, based on current ODA with a one (1) year lag provided that the participating employee pays the balance of the billed premiums through payroll deduction. The Dental Plan will be subject to a 90% co-insurance limit.

The Dental Plan will be subject to a \$1,000.00 maximum yearly cap per insured person. Routine recall coverage under the Dental Plan will not exceed one recall in any nine (9) months.

Section 20.05 Weekly Indemnity

Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- (a) The Employer will pay seventy percent (70%) of straight-time scheduled wages lost for full-time employees covering legitimate personal illness or injury up to the end of the first week of such illness or injury.

- (b) The employee shall apply for E.I. sick leave for weeks 2 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. The employer shall pay seventy percent (70%) of straight-time scheduled wages lost for full-time employees covering legitimate personal illness or injury up to the end of the 17th week of such illness or injury.
- (c) Notwithstanding (a) above, there shall be no payment under the weekly indemnity or otherwise for the first two (2) days of the fourth and subsequent illness or injury absences in a calendar year.

It is understood that this benefit commences after the third month of full-time employment.

Section 20.06 The Employer shall provide to each person and the Union a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the billed premiums as provided for under this Article. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

The Employer may substitute another insurance carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to the implementation of any change. The Employer will hold a labour management meeting as soon as practicable thereafter after providing the Union with notice and will provide the Union at such meeting with information regarding the benefits and level of coverage to be provided by the new carrier and the premium costs of the benefits to be provided.

Section 20.07 El Premium Reduction

In the event that the Employer receives an unemployment insurance premium reduction, the Employer will retain the employee's share towards offsetting the cost of the benefits contained in this agreement.

Section 20.08 Benefits Post Age 65:

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits until age 70 under the same cost sharing basis as active employees:

20.02 - Reduce life insurance coverage by 50%

20.03 - Extended Health Care Plan

20.04 - Dental

20.05 - a) & c) - The employee will be eligible for the first two weeks of the Weekly Indemnity Plan only as per 20.05 a) & c). The employee will not be entitled to EI Top-Up coverage under 20.05 b).

Once a full-time employee reaches age 70 the employee will no longer be eligible for participation in the above-listed benefit plans but will be paid the part-time in- lieu benefit under Article 21.01. The in-lieu payment will cover all of the benefits and compensation provisions specified under Article 21.01.

Section 20.09 Health and Welfare Benefits - Enrollment

Participation in all benefits is mandatory for eligible full-time employees. according to the terms of the Carrier, unless the employee can demonstrate they are covered through a "spouse". Life insurance coverage, however, is mandatory.

An employee, who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall

be entitled to enroll in the benefits under any one of the following conditions.

- i. A life changing event, such as divorce or death of a spouse.
- ii. When an employee transfers from part time classification to a full-time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

Note: It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate, she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the employer.

Article 21. PART-TIME EMPLOYEE BENEFITS

Section 21.01 A part-time employee shall be paid eight and one-half percent (8½%) of straight time hourly rate of pay in lieu of holiday pay, sick pay, fringe benefits, uniform allowance, and all health and welfare insured benefits.

It is understood that the in-lieu payment does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

Article 22. GROUP RRSP

Section 22.01 The Employer will introduce a Group RRSP Plan in which current and future employees who have completed 975 hours of service may voluntarily participate. Each participating employee will contribute two percent (2%) of straight time wages and the Employer will match the employee's two percent (2%) contribution. Effective May 4, 2009, the employee's contribution and the Employer's matching contribution will increase from two percent to two and one-half percent (2½%) of straight time wages.

Article 23. ILLNESS NOTIFICATION AND CERTIFICATES (APPLICABLE TO ALL EMPLOYEES)

Section 23.01 Medical Certificates

The Employer may request proof of illness in the form of a medical certificate signed by a qualified medical practitioner from any employee where:

- i. the employee has been absent due to personal illness for three (3) days or more; or
- ii. the employee has been absent due to personal illness on more than three (3) separate occasions, regardless of the length of each illness, in the year; or
- iii. the employee is absent due to personal illness on either the employee's last scheduled shift immediately preceding a holiday or the employee's first scheduled shift immediately following the holiday; or the employee reports ill for the employee's scheduled shift on a holiday; or
- iv. the Employer has reasonable grounds to question the bona fides of an illness.

Where the Employer requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Employer will reimburse the

employee for the cost upon receipt of proof of charge and payment.

Section 23.02 Notification of Illness

The employees understand that they must provide the most notice possible of absence due to personal illness and must notify the Employer prior to the commencement of their shift or work.

Article 24. WAGES

Section 24.01 Wage Schedule

The regular straight time hourly rates of pay in effect during the term of this agreement shall be those set forth in "Schedule A" attached to and forming part of this Agreement.

Section 24.02 The Employer agrees that wages will be paid bi-weekly on Friday through direct deposit.

Section 24.03 Full-Time to Part-Time Transfers and Vice-Versa

Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

Section 24.04 Wage Grid Progression

- v. Except where expressly provided otherwise, full-time employees within their position classification will progress from the "start rate" to the "six month" rate to the "one-year rate" and to the "two-year rate" and so on, on the basis of their service within the classification, progressing on the anniversary date of their promotion, transfer or hire into the classification.

- vi. Except where expressly provided otherwise, part-time employees within their position classification will progress from the "start rate" to the "six months" rate, to the "one-year" rate, to the "two-year rate" and so on, on the basis of hours paid with eighteen hundred (1800) hours paid equals one year of service, 900 hours = 6 months, and so on.

[Note: the parties agree that the change in formula from 1950 hours = 1 year to 1800 hours = 1 year in the prior collective agreement did not have any retroactive impact prior to the date of ratification of the prior Memorandum of Settlement by both parties]

Section 24.05 Wage Grid Placement on Promotion

An applicant who is promoted to a higher rated classification within the bargaining unit shall be paid as follows:

- (a) An employee who has already completed the probationary period will be placed on the level of the salary schedule of the higher rated classification, which represents an increase above the employee's current rate of pay. A full-time employee will then progress to the next increment level six months or one year from the date of promotion, as applicable, and so on. A part-time employee will progress to the next increment level after completion of 900 hours or 1,800 hours from the date of promotion, and so on.

[Note: the parties agree that the change in formula from 1950 hours = 1 year to 1800 hours = 1 year which change occurred in the prior collective agreement did not have any retroactive impact prior to the date of ratification of the prior Memorandum of Settlement by both parties.]

- (b) An employee who has not completed the probationary period shall receive the start rate of the new classification and progress through the new classification wage structure as provided herein.

Section 24.06 Temporary Assignment to Higher Paying Classification

Where the Employer temporarily assigns an employee to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit for one shift or more, the employee shall be paid the rate in the higher salary grid that is immediately above the employee's current rate for all hours worked in the assignment.

Section 24.07 Temporary Assignment to Lower Paying Classification

Where the Employer requires an employee, and so assigns an employee, to temporarily perform the duties of a lower paying classification in the bargaining unit the employee shall continue to receive the employee's higher rate of pay. It is understood that this provision is subject to Article 24.08 and does not apply in circumstances of Article 24.08.

It is further understood that this provision does not apply to employees who wish to be on the call-in list of a lower rated classification and who accept a call-in in such lower rated classification.

Section 24.08 Wage Grid Placement on Transfer to Lower Paying Classification

When an employee is transferred to a lower rated classification due to layoff, reduction in staff, job posting, inability to perform the work as requested, at the employee's request, or any other reason as determined by the Employer acting within the scope of its management rights, the employee will be placed on the same wage grid step of the lower classification as the step that the employee received on the employee's former higher grid.

Section 24.09 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by less than one (1) day's pay, the correction

will be made in the regular pay period following the date on which the underpayment comes to the Employer's attention. If the error results in the employee being under paid by one (1) day's pay or more, the Employer will provide payment for the shortfall within two (2) business days from the date the Employer is notified or sooner if practicable.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed by the employee based on a mutually satisfactory arrangement between the employee and the Employer, or where mutual agreement is not achieved, the Employer will deduct the overpayment based on a reasonable schedule of repayment.

Section 24.10 New Classifications

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change to the core functions of the classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within ten (10) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit having regard to the duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

Article 25. TECHNOLOGICAL CHANGE

Section 25.01 The Employer will notify the Union in advance so far as practicable of any technological or organizational changes which the Employer has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Article 26. BULLETIN BOARD

Section 26.01 The employer shall provide a bulletin board to be used by the employees and the union in the Nursing Home. Any notice must be approved by the Administrator prior to the posting of such notice. Such approval shall not be unreasonably withheld.

Article 27. NOTICE OF ADDRESS CHANGE

Section 27.01 It is the sole responsibility of each employee to keep the Home fully advised of the employee's current address and telephone number. If the employee fails to do so, the Home will not be responsible for failure to notify.

Article 28. CHANGES IN AGREEMENT

Section 28.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 58, Sub-Section 5 of The Labour Relations Act, as it may be amended from time to time, between the Company and the negotiating committee.

Article 29. PRINTING OF COLLECTIVE AGREEMENT:

29.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

Article 30. RESIDENT ABUSE

Section 30.01 The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. The parties further agree to cooperate with the Employer to promote an abuse free environment for all residents.

Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee person is not present, the employee will be sent home but no investigative or any other form of meeting with the employee shall take place until the Union Chair person or designate in the absence of the chair or the President of Local 598, has been advised no later than the next business day, and a meeting with the employee has been arranged by the parties.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

If the employer investigation leads to discipline the discipline will be set out in writing to the employee involved and to the union chairperson.

Article 31. PROBATIONARY PERIOD

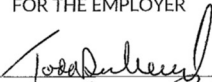

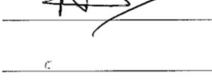

Section 31.01 The Employer will pay for any criminal checks it requires of a bargaining unit employee who has completed their probationary period.

Article 32. DURATION

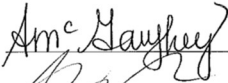
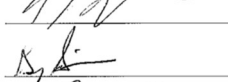
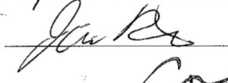

Section 32.01 This Agreement shall remain in effect until March 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter."

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

Schedule A" Wage Grid;**Effective April 1, 2023**

Classification	Start	6 Months (PT: 900 hours)	1 Year (PT: 1800 hours)	2 Years (PT: 3600 hours)
Activity Aide (non-certified)*	16.77	17.50	18.35	18.96
Housekeeping Aides; Dietary Aides; Laundry Aides	17.34	18.08	18.78	19.64
Activity Aide (certified)*; Restorative Aide (certified)*	18.77	19.50	20.35	20.96
Health Care Aide/PSW	22.73	23.50	24.29	25.00
Cook	20.82	21.56	22.28	23.02

Effective October 1, 2023

Classification	Start	6 Months (PT: 900 hours)	1 Year (PT: 1800 hours)	2 Years (PT: 3600 hours)
Activity Aide (non-certified)*	16.77	17.50	18.35	18.96
Housekeeping Aides; Dietary Aides; Laundry Aides	17.86	18.62	19.34	20.23
Activity Aide (certified)*; Restorative Aide (certified)*	18.77	19.50	20.35	20.96
Health Care Aide/PSW	22.73	23.50	24.29	25.00
Cook	21.44	22.21	22.95	23.71

Effective April 1, 2024

Classification	Start	6 Months (PT: 900 hours)	1 Year (PT: 1800 hours)	2 Years (PT: 3600 hours)
Activity Aide (non-certified) *	17.27	18.03	18.90	19.53
Housekeeping Aides; Dietary Aides; Laundry Aides	18.40	19.18	19.92	20.84
Activity Aide (certified)*; Restorative Aide (certified)*	19.33	20.09	20.96	21.59
Health Care Aide/PSW	23.41	24.21	25.02	25.75
Cook	22.08	22.88	23.64	24.42

The wage grids above reflect the following increases to the rates of pay;

- **Effective April 1, 2023 – New Grids for Dietary Aide, Housekeeping Aide, Laundry Aide, Activity Aide (certified), Activity Aide (non-certified), Restorative Aide (certified), Cook, and HCA/PSW as per above**
- **The LOU re Activity Aide Emergency Staffing Incentives will end effective April 1, 2023 and the above new wage grids will apply instead**
 - **Effective October 1, 2023 – 3% GWI for all classifications except for HCA/PSWs, Activity Aide (certified), Activity Aide (non-certified), and Restorative Aide (certified).**
 - **Effective April 1, 2024 – 3% GWI for all classifications**

(Note that the previous conversion formula from the 1950 hours = 1 year to 1800 hours = 1 year is as per the previously Agreed "Seniority" 12.01 provision)

***Retroactivity:**

Retroactivity of the April 1, 2023 wage increases will be paid to current and former employees.

Retroactivity will be paid to current employees on a separate cheque within three (3) full pay periods of June 19, 2023 (the date of ratification of the Memorandum of Settlement).

The Employer will contact former employees at their last known address on record with the Employer, within 30 days of June 19, 2023 (the date of ratification) to advise them of their entitlement to retroactivity. The Employer will provide the Union with a list of the former employees and also advise of the date upon which the notices are sent to the former employees. Such former employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned.

***Green circled Employees:**

Employees who have been green-circled above the grid will continue to be green circled and will receive the following adjustments to their green-circled rate:

- **Effective April 1, 2023 – New Grids for Dietary Aide, Housekeeping Aide, Laundry Aide, Activity Aide (certified), Activity Aide (non-certified), Restorative Aide (certified), Cook, and HCA/PSW as per above**
- **The LOU re Activity Aide Emergency Staffing Incentives will end effective April 1, 2023 and the above new wage grids will apply instead**
 - **Effective October 1, 2023 – 3% GWI for all classifications except for HCA/PSWs,**

Activity Aide (certified), Activity Aide (non-certified), and Restorative Aide (certified).

- **Effective April 1, 2024 – 3% GWI for all classifications**

Wage Grid Footnotes:

The following Footnotes apply to each of the wage grids in each of the years of the collective agreement.

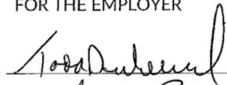


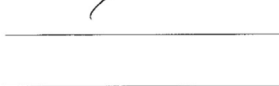
Student Rate:

Students hired to work during the school year in any classification in the bargaining unit shall be placed on the Activity Aide (non-certified) grid for purposes of wage rate.

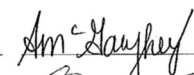




It is understood that the Employer may only employ a maximum of three students to work during the school year at any given time, with no more than one student employed in a Department at any given time.

DATED AND SIGNED IN SUDBURY, THIS 19 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

RE: FINNISH FACILITY

Whereas Finlandia Hoivakoti Nursing Home is primarily engaged in the provision of long-term nursing care to persons of Finnish origin and Finnish linguistic origin and in serving their interests through the provision of the full spectrum of nursing care services and programs that reflect and maintain Finnish culture, traditions and language;

And Whereas the Ministry of Health has recognized Finlandia Hoivakoti Nursing Home as a nursing home primarily engaged in serving the interests of persons of Finnish ethnic or linguistic origin and hence persons of Finnish ethnic or linguistic origin have priority in placement as residents at Finlandia Hoivakoti Nursing Home;

Now therefore the parties agree as follows:

- i) The Employer will provide in-services on the Finnish language and culture in order to assist employees in developing a working ability to communicate in the Finnish language. The Employer and the Union will encourage participation by employees;
- ii) Notwithstanding Article 13.06 of the collective agreement, in the filling of any bargaining unit job vacancy where the bargaining unit applicants have three (3) or more years of seniority, the Employer agrees that the ability to communicate in the Finnish language will not be considered as one of the qualifications or criteria in the selection of the successful

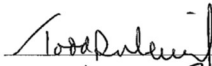
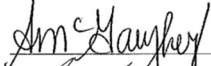

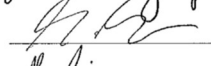








applicant. Where the bargaining unit applicants have less than three (3) years of seniority, an applicant's ability to communicate in the Finnish language may be one of the qualifications or criteria considered in the application of Article 13.06;

iii) The parties agree that where there are no successful bargaining unit applicants for a bargaining unit vacancy pursuant to the provisions of Article 13, the Employer reserves all rights in making the selection of the successful external candidate, including the right to stipulate Finnish communication skills as a required or preferred qualification.

DATED AND SIGNED IN SUDBURY, THIS 16 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

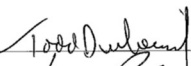


**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

RE: GROUP RRSP

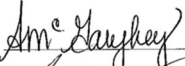
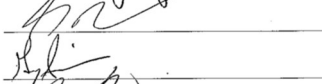


The parties further agree to the principle that an employee who participates in the Group RRSP may elect to make additional contributions to the RRSP over and above the 2% contribution (effective May 4, 2009, over and above the 2½% contribution); however, such additional contributions will not be matched by the Employer. The Employer will review whether or not such additional contributions may be made through the existing payroll system and if such is not feasible without incurring additional cost or administrative overhead, the Employer will review with the employee and the Administrator of the Group RRSP a process by which the employee may make such additional contributions directly to the Plan. This issue will also be reviewed with the joint Union Bargaining Committee/Employer Committee.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

**RE: Holidays: Full-Time Finlandia Employees/Former
Garson Employees**

Notwithstanding Article 18.01 (a) - (c) of the collective agreement, a full-time employee who was formerly employed by Garson Nursing Home at the time of its closure in September 2000 and who accepted employment as an employee with Finlandia Hoivakoti Nursing Home commencing immediately thereafter on September 2000 shall be entitled to the following holidays, provided that the employee otherwise qualifies in accordance with Article 18:

a)

New Year's Day	Good Friday
Labour Day	Victoria Day
Thanksgiving Day	Canada Day (July 1st)
Christmas Day	Civic Holiday
Boxing Day	Family Day

b) In addition to the holidays designated in (a) above, a full-time employee who otherwise qualifies will receive

three (3) floating holidays to be taken on date(s) mutually satisfactory to the employee and to the Department Head or designate. It is understood that floating holidays cannot be taken in the period of December 15th- January 8th.

By September 1st, the Employer will notify any employee who has not yet scheduled all of their float holiday(s). The Employer will send individual notices and also post a general notice which general notice will serve as effective notice to any employee who inadvertently did not receive an individual notice. Where the employee has not submitted the employee's float holiday(s) request to the employee's Department Head or designate by September 15th, the Department Head will schedule the employee's floating holidays to be taken prior to December 15th."

Floating holidays cannot be carried over from year to year and will not be paid out if not taken, except in the following limited circumstances:

- i) Where it is not possible for the Employer to schedule an employee to take the employee's floating holiday(s) due to the employee's unanticipated extended illness or WSIB compensable injury;
- ii) Where, due to operational circumstances, the Employer is not able to schedule an employee's floating holidays;
- iii) Where, due to operational circumstances, the Employer cancels an employee's scheduled floating holiday and is subsequently unable to reschedule the holiday (s) to be taken.

In these stated circumstances, the Employer will pay out the employee's floating holiday(s) at the end of the calendar year.

c) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement,

such additional proclaimed holiday will replace one of the above-named holidays listed as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement for the employees who are covered under this Letter of Understanding.

It is understood that Articles 18.02, 18.04 – 18.07 apply to those full-time employees who are governed by the terms of this Letter of Understanding.

DATED AND SIGNED IN SUDBURY, THIS 19 DAY OF October, 2023.

FOR THE EMPLOYER

Tom DeBenedictis
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

AmcHaynes
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

RE: VACATION PAY PAYOUT

(Applicable to Full-time and to Part-time Employees)

Pursuant to Article 19.11, effective commencing in the 2004 calendar year, vacation pay for part-time employees and for full-time employees will be paid with their regular pay when they take their vacation time off, as provided for in this Letter of Understanding:

- 1) An employee's vacation pay for a calendar year will be based upon the employee's vacation pay earned and banked in the previous calendar year.
- 2) i) In the last payroll of each calendar year, (commencing with the last payroll of 2003 calendar year), the Employer will calculate each employee's (full-time and part-time employees) vacation pay payout entitlement for each week of vacation taken in the next calendar year in accordance with the following:

Employee's Banked Vacation Pay as of the Last Payroll of the Calendar Year divided by the Employee's Vacation Entitlement (i.e. # of Weeks of Vacation Entitlement) =

Employee's Vacation Payout for each week of Vacation in the next Calendar Year.

As an example, assume that an employee has \$1500.00 vacation pay banked as of the last payroll of the 2003 calendar year. Assume further that the employee is entitled to three (3) weeks vacation. In 2004, the employee will be entitled to a vacation payout of \$500.00 for each week of vacation taken.

- ii) In the last payroll of each calendar year, the Employer will also calculate a daily vacation payout rate for full-time employees in case the full-time elects to take split weeks of vacation in the next calendar year, in accordance with article 19.05 b), calculated by dividing the full-time employee's vacation payout for each week of vacation entitlement by five (5).

As an example, the employee in the example in 2i) above, will be entitled to \$100.00 for each single vacation day.

- iii) For bookkeeping purposes only, the Employer will also calculate an hourly vacation pay rate, calculated by dividing the employee's vacation pay payout for each week of vacation (calculated in 2) i) above) by 37.5 hours. It is understood that this vacation pay rate will not necessarily reflect the employee's actual wage rate and is only used for bookkeeping purposes.

As an example, the employee in example 2) i) above, will have an hourly vacation pay rate for 2003 of \$13.33.

3. It is understood that in a year in which an employee progresses to a higher level of vacation entitlement, the employee will be entitled to subsequently take the employee's extra week of vacation in the year as unpaid vacation time.

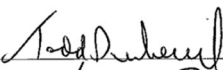
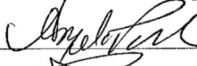

For example, assume that in the last payroll of December 2004, an employee has banked \$1500.00 vacation pay. As of

January 1, 2005, the employee is entitled to three weeks vacation @ 6% vacation pay. As of July 1, 2005, the employee achieves the required service for entitlement to four (4) weeks vacation @ 8% vacation pay. Thus:


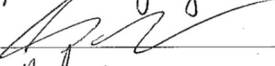


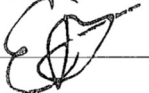
In 2005, the employee will be entitled to \$500.00 for each of the first three weeks of vacation taken (calculated as at the last payroll of 2004 by dividing \$1500 by 3 weeks.) The employee will be entitled to an additional week of unpaid vacation after July 1, 2005.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: CMI OR RAI/MDS Results

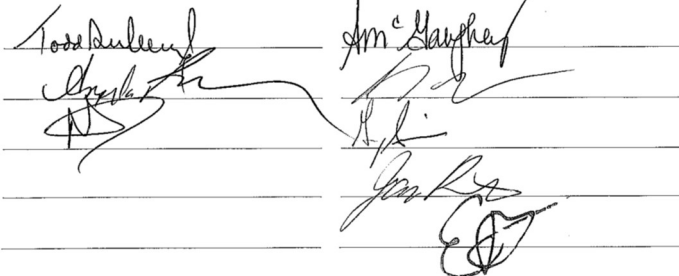
Recognizing the mutual objective of quality resident care, the Employer agrees to meet with the Union through the Union/Company Committee as soon as practical after the receipt of their annual CMI or RAI/MDS results.

The purpose of this meeting is to discuss the impact of the CMI or RAI/MDS on any potential changes to the staffing levels in the facility, as well as to discuss the impact of the CMI or RAI/MDS on quality resident care, and to provide the Union with an opportunity to make representation in that regard.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

The signature block contains two columns of horizontal lines for signatures. The left column, labeled 'FOR THE EMPLOYER', has three lines with handwritten signatures. The right column, labeled 'FOR THE UNION', has four lines with handwritten signatures. A large, stylized signature is written across the bottom two lines of the Employer column and the top two lines of the Union column.

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

Re Scheduling Guidelines

It is understood that the guidelines in the Letter of Understanding will be implemented as soon as practicable after the ratification of the Memorandum of Settlement, but no earlier than the commencement of the next full work schedules. The parties will discuss the timing of the implementation.

The Employer will endeavour to schedule "pool" part-time employees in accordance with the scheduling guidelines set forth in this Letter:

1) It is understood that these guidelines do not apply to those part-time employees who have regular repeating "line positions", except as provided for in paragraph 7 of this letter and the shifts that constitute their regular posted line rotations are not part of the "equitable pool process" as set out in this Letter.

2) Subject to paragraphs 4-6 of this Letter, the Employer will endeavour to distribute shifts amongst the part-time employees within the classification on an as equitable basis as possible first up to thirty (30) hours or four shifts biweekly* per part-time employee, then once each part-time employee within the classification has been scheduled for or offered a total of thirty (30) hours or four shifts bi-weekly, up to forty-five (45) hours or six shifts bi-weekly per part-time employee.

Once each part-time employee within the classification has been scheduled for or offered a total of forty-five (45) hours biweekly

or six shifts bi-weekly, the Employer will endeavour to distribute additional available shifts to the part-time employees within the classification on the basis of seniority up to seventy-five (75) hours bi-weekly (i.e. the most senior employee within the classification will be scheduled or offered, as applicable, all additional available shifts, subject to paragraphs 3-5 of this Letter, up to working seventy-five (75) hours bi-weekly; then the second most senior will be offered all additional remaining shifts subject to paragraphs 3-5 up to 75 hours bi-weekly and so on).

3) Call-in shifts that are refused or declined by a part-time employee shall count as a "shift worked" for both the "equitable distribution" and the "seniority distribution" process.

4) *It is understood that since there are shifts of varying lengths shorter than the seven and one-half hour shift, the Employer will endeavour to equalize within the meaning of this Letter as close to the thirty or forty-five hours biweekly as possible.

5) It is understood that the Employer cannot assure an equal or equitable total number of scheduled shifts, given such factors as: the total number of shifts that are available to be scheduled for any given posted schedule; the actual dates/times and shifts to be scheduled (i.e. days, evenings, nights); the employee's availability for the shifts; conflicts between the shifts that are available and the employee's other scheduled shifts; avoidance of overtime; any scheduling conflicts or violations that may arise if a certain shift(s) is scheduled for a certain employee.

6) The Employer will not be required to schedule or offer a call-in shift to any part-time employee if working the shift would result in overtime or premium pay for the employee. The Employer will "bypass" a part-time employee for any shift that

would result in overtime or other premium pay or would result in the violation of a scheduling provision.

7) The parties agree that all part-time employees will be placed on the call-in list for their classification.

8) It is understood that "call-in shifts" may be offered to part-time employees within the classification who have regular repeating line positions provided that the call-in process for the "pool" part-time employees has been exhausted and the shift has not been filled and further provided that the shift if worked would not result in overtime or premium pay for the employee.

9) Part-time employees who have indicated a desire to be on the "call-in" list of a different classification will be placed on the call-in list of said classification provided that the employee is qualified. These employees will only be offered call-in shifts once the call-in process of employees within the classification has been exhausted and the shift has not been filled, provided that the shift if worked would not result in overtime or premium pay for the employee.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: Shift Preferences

This Letter of Understanding applies to the Nursing Department and Housekeeping/Laundry Departments only.

It is agreed that as soon as practical after the ratification of the Memorandum of Settlement, the Housekeeping/Laundry Department will request full-time employees and part-time employees to submit their shift preferences.

All full-time employees are required to rotate over two (2) shifts and all part-time employees may be required to rotate over three (3) shifts.

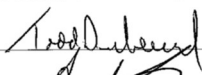
The Employer may consider shift preferences in the distribution of shifts, in accordance with seniority. It is understood that such consideration does not entail the granting of "fixed shifts" (except possibly where an employee has stated a preference for straight night shifts) but may result in an employee being scheduled for a greater number of their preferred shift(s) and a lesser number of their non-preferred shifts.

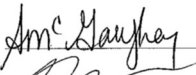
The scheduling of an employee in accordance with their shift preference does not give the employee any continuing entitlement to being scheduled by shift preference.

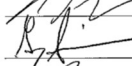
DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.


FOR THE EMPLOYER

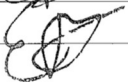
FOR THE UNION











LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

Re: Dietary Department

The parties previously agreed to cease the regular interchange of dietary aides employed by Finlandia Nursing Home with dietary aides employed by the Sudbury Finnish Rest Home Society Inc. in their assignment of duties in the Nursing Home and in the Sudbury Finnish Rest Home Society Inc. and the practice has ceased.

Dietary aides employed by Finlandia Nursing Home will be scheduled to work in the Nursing Home serveries (which it is understood will entail working in the "dual kitchen") and to prep for their nursing home responsibilities and duties. Dietary aides employed by the Sudbury Finnish Rest Home Society Inc. will not be scheduled to work in the nursing home.

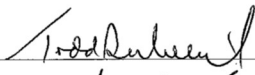


It is understood, however, that in order to ensure appropriate coverage when dietary aides employed by Finlandia Nursing Home are not available to work, dietary aides employed by the Sudbury Finnish Rest Home Society Inc. may be scheduled or called-in to work temporarily in the Nursing Home and vice versa. Where a dietary aide employed by Finlandia

Nursing Home is so required by the Employer to work in the Sudbury Finnish Rest Home Society Inc., the dietary aide will continue to be paid the employee's regular nursing home wage rate and will accrue bargaining unit seniority and service for shifts worked in the Sudbury Finnish Rest Home Society Inc.

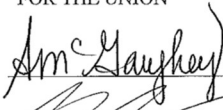
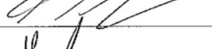

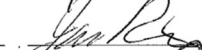

The parties understand that with the cessation of the practice of regular interchange of the dietary aides, the Employer will reassess its staffing requirements in the nursing home. In the event that the Employer determines that an additional part-time Dietary Aide position is required, the Employer will post the position in accordance with the provisions of the collective agreement. If there are no successful applicants from within the bargaining unit and the successful applicant is an employee from the Sudbury Finnish Rest Home Society Inc., the Union agrees that the applicant will be credited in the bargaining unit with the applicant's Sudbury Finnish Rest Home Society Inc. seniority and service.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

Re: Cook Positions

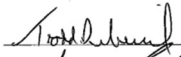
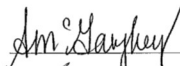





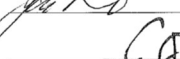


The parties agree that the cooking duties and responsibilities for the Nursing Home cannot be severed from or separated from the cooking duties and responsibilities for the Sudbury Finnish Rest Home Society Inc. The "Cook" assigned to the regularly scheduled cooking shifts discharges cooking responsibilities for both the Nursing Home and the Sudbury Finnish Rest Home Society Inc.

The parties also agree that the non-regularly scheduled "Cook shifts" that are scheduled for special events and projects are not bargaining unit "cook shifts".

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: Activity Aide (Certified); Restorative Care (Certified)

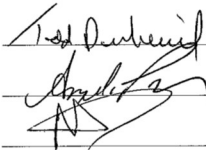
The parties agree that in the event that the Employer has a vacant Restorative Aide (certified) shift to fill, either in scheduling or in call-in, and the Employer has exhausted the process for filling the vacant shift at straight time hourly rates of pay from amongst the Restorative Aides, the Employer may offer the shift to an Activity Aide (certified).

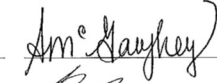



Similarly, the parties agree that in the event that the Employer has a vacant Activity Aide shift to fill, either in scheduling or in call-in, and the Employer has exhausted the process for filling the vacant shift at straight time hourly rates of pay from amongst the Activity Aides, the Employer may offer the shift to a Restorative Care Aide (certified).

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION



LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

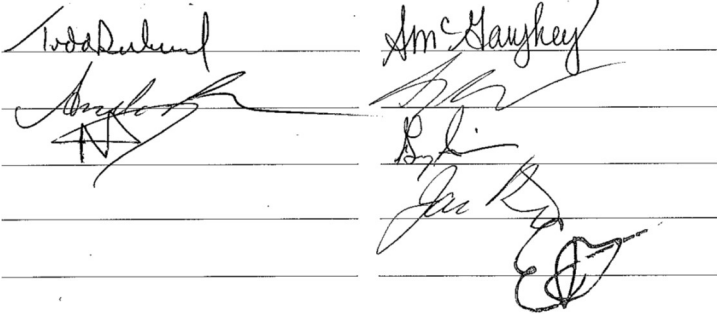
Re Workfare Programs

The parties agree that the Employer will not participate in Workfare Programs through the placement of individuals enrolled in Workfare Programs in Finlandia Nursing Home.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

The signature lines contain handwritten signatures. On the left, under 'FOR THE EMPLOYER', there are two distinct signatures. On the right, under 'FOR THE UNION', there are three distinct signatures. The lines are horizontal and extend across the page.

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

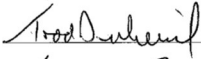
Re: Working Supervisors


The parties have agreed that in the event that a bargaining unit employee is unable to report to work for a scheduled shift and the Employer decides to fill the shift, the shift will be offered to bargaining unit employees in accordance with the "call-in process".


In the event that the Employer is unable to fill the shift through the said processes and the Employer decides to fill the shift rather than leave it unfilled, the Employer will offer the shift to bargaining unit employees as an overtime shift prior to having a Supervisor fill the shift.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

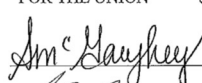
FOR THE EMPLOYER










FOR THE UNION









LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: Smoking


The Employer agrees that it will designate a smoking area on the premises, but outside of the facility, where employees may smoke during their scheduled breaks or meal periods, unless prohibited by any bylaw or any other law or legal regulation and provided that the employees observe all rules with respect to the cleanliness of the smoking area and the rules relating to the wearing of appropriate footwear.

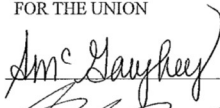
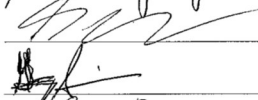
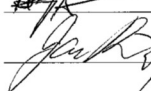
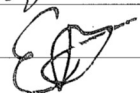
The Employer agrees that prior to any discontinuance of a designated employee smoking area due to the employees' failure to observe the cleanliness rules or rules relating to the wearing of appropriate footwear, the Employer will meet with the Union through the Union/Management Committee to advise the Union of its intent and to allow the Union to make representations.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION



LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

Re Nursing Department Unit Assignments

The parties have agreed that employees in the Nursing Department may apply through the job posting process for changes to their work location or home area assignment in accordance with and subject to the following terms and understandings:

1. The parties acknowledge that the Employer has the management right to assign, change and reassign, the work location or home area assignment of its employees. The Employer may exercise these rights whether or not vacancies exist and whether or not the employee had previously successfully posted into the work location or home area through the job posting process. Nothing in this Letter of Understanding diminishes these management rights. The Employer will not exercise these rights arbitrarily or in bad faith.

The parties agree that prior to implementing any such changes or reassignments of work location or home area, the Employer will notify the Union of the pending changes/reassignments and the reasons for the changes/reassignments.

2. Where a vacancy arises that the Employer intends upon filling, the Employer may exercise its rights to reassign or change the work location or home area assignment of employees prior to the posting of the vacancy, with the result that the vacancy which is to be filled through the job posting process is for a different home area than that

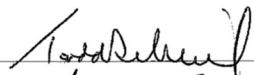


on which the opening originally arose. The Employer will notify the Union of any such reassignments and will also notify the Union of the home area assignment for the vacancy that is to be filled through the job posting process. Once the Employer posts the vacancy, employees who are seeking a change in their home area assignment are eligible to apply. The selection criteria of the collective agreement applies.

The trial period in Article 13.08 for the purposes of these circumstances will be reduced from the period of one hundred and fifty (150) hours worked to seventy-five (75) hours worked. It is understood that completion of the trial period does not diminish the Employer's management rights under paragraph 1 of this Letter.

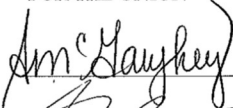
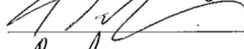
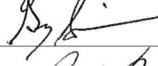

3. Notwithstanding paragraph 2 of this Letter, where the Employer has had concerns with respect to an employee's home area assignment and has accordingly changed the employee's home area assignment, the employee will not be eligible to apply through the job posting process to return to the employee's former home area assignment until the circumstances leading to the concerns have been resolved. The Employer will review these concerns and circumstances with the Union.

DATED AND SIGNED IN SUDBURY, THIS 19 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)****(hereinafter called the "Employer")****- and -****UNIFOR AND ITS LOCAL 598 (MINE MILL)****(hereinafter called the "Union")****RE: UNFILLED SHIFTS**

The parties agree to meet through the Labour Management Committee during the currency of this renewal collective agreement for the purposes of discussing the issue of unfilled shifts which result in employees working short. The purpose of these meetings will be to review and discuss reasons that may be contributing to unfilled shifts and to discuss constructive measures that may assist in alleviating the frequency of unfilled shifts and the workload impact on those employees working short.

DATED AND SIGNED IN SUDBURY, THIS 19 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

The image shows two columns of handwritten signatures on a document with horizontal lines. The left column is for the Employer, and the right column is for the Union. There are four lines of signatures in each column. The signatures are written in black ink and are somewhat stylized and overlapping.

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

Unifor and its local 598 (Mine Mill)

(hereinafter called the "Union")

RE: STAFF SCHEDULE CARE

During the term of the collective agreement the parties agree that computerized scheduling program (currently SSC) will be used to set out, among other things staff schedules, time off requests including vacation, float days and lieu days, shifts exchanges for all departments, and update personal information (by staff), review training needs.

The parties agree to discuss issues and concerns arising from the use of the computerized scheduling program at their regular labour management meetings, or at the request of either party as the need arises.

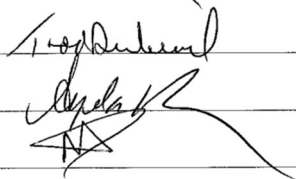
The employer will provide staff and the union with access to a terminal and access to the Staff Scheduling Care program where access is necessary.

All terms and conditions of the collective agreement shall be maintained and not diminish as a result of the implementation of the Staff Scheduling Care program.

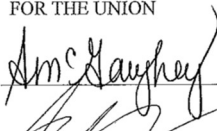
Any disputes between the parties as a result of this letter of understanding and the implementation of the Staff Scheduling Care program shall be subject to the grievance and arbitration procedure.

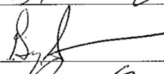
DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.


FOR THE EMPLOYER



FOR THE UNION







LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

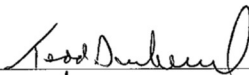


RE: FLOW THROUGH OF ADDITIONAL FUNDING FOR WAGES

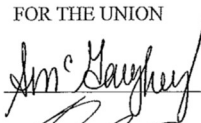




The parties agree that in the event that the government provides extraordinary additional funding that the government stipulates may only be used for wage adjustments for specific classifications, the Employer may distribute these funds to the relevant employees in accordance with the government's funding terms and conditions. The Employer agrees to provide the union with written notice prior to implementation.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

RE: OVERTIME – COMPENSATING TIME OFF

Subject to the terms and conditions set out below, where a full-time or a part-time employee works overtime as per Article 17.02, the employee may elect to take compensating time off, as calculated in paragraph 1 below, on a date that is mutually satisfactory to the employee and the employee's Department Head or designate:

1. The compensating time off is banked on the basis of the straight time equivalent off to the overtime hours worked and not on the basis of one and one-half hours off for each hour of overtime worked. In order for Employees to bank time it must be a minimum of 2 hours. An employee opting to bank overtime as compensating time off under this provision shall be paid the applicable half time premium for hours worked during the pay period in which the overtime was worked. For the sake of greater clarity, an employee who has worked a full 7.5-hour shift of overtime is entitled to bank 7.5 hours of compensating time and shall be paid 3.75 hours as the one-half premium entitlement in the pay period in which the overtime was worked. As a further example, an employee who works four hours of overtime is entitled to bank four (4) hours, not 6 hours and shall be paid 2 hours as the one-half premium entitlement in the pay period in which the overtime was worked.

Part-time employees shall have their seniority credited at the time that the overtime is worked and not at the time the compensating time is taken.

2. The employee shall be paid their straight time hourly rate of pay for the straight time portion of the overtime hours worked in the pay period in which they take their compensating time off, or in which they are paid in lieu of the compensating time off under paragraphs 8 and 9. The employee will be paid at their rate of pay applicable at the time of payment.
3. An employee who elects to bank compensating time must make their election in writing within the pay period in which they worked the actual overtime.
4. The maximum number of overtime hours that an employee may bank at any given time in the calendar year for future compensating time off is **twenty-two point five (22.5)** hours. If any employee gives notice to bank overtime in paragraph 2 above and the hours to be banked would exceed the maximum **twenty-two point five (22.5)** hours allotted, any hours in excess of the **twenty-two point five (22.5)** hours shall be paid to the employee in the pay period in which the overtime is worked.
5. An employee must take banked compensating time off in increments of full shifts and not as partial shifts off of work. For the sake of greater clarity, an employee who is scheduled 7.5-hour shifts must take the compensating time off in increments of full 7.5-hour shifts. An employee who is scheduled to work five (5) hour shifts must take the compensating time off in increments of full five-hour shifts.

6. a) The employee will not be permitted to take banked compensating time off in the following periods and workdays:

- The period of June 15th to September 15th
- The period of December 15th to January 8th

b) The employee will not be permitted to take banked compensating time off on their scheduled weekends of work, save and except as follows. An employee may be granted a total of two weekend shifts of work off in a calendar year as compensating time off, provided that the two (2) weekend shifts of work do not fall in the time periods specified in 6 a) above. The weekend shifts may be taken as single shifts or as a whole weekend. Where an employee requests a weekend shift of work off under this section, such a request will not affect or replace another employee's vacation request.

7. An employee's written request as to the shift(s) upon which they wish to take their compensating time must be given no later than seven (7) days in advance of the requested shift off.

8. All banked compensating time off earned in a calendar year must be taken by December 15th and will not be carried over past December 15th. The employee shall be paid out for any compensating time off that the employee has not taken by December 15th of the year.

By September 1st, the Employer will notify any employee who has not yet scheduled their banked compensating time off.

9. In the event that the employee has banked compensating time off for overtime worked but then opts not to take the compensating time off, the employee may so advise the Employer in writing and will instead be paid out for the

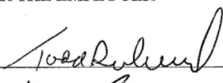
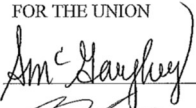

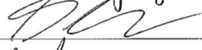
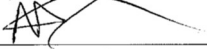

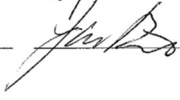

banked hours. The employee will be paid out in the following pay period provided that they have submitted their request to be so paid out prior to the end of the pay period end date for the pay period in which they wish to be paid.

- 10. A part-time or full-time employee who is absent on paid time on scheduled workdays because of compensating time off under this Letter shall be considered as if the employee had worked the employee's scheduled hours during such absence for the calculation of eligibility for overtime, or as otherwise applied for full-time employees in 17.03.

DATED AND SIGNED IN SUDBURY, THIS 16 DAY OF October, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)**

(hereinafter called the "Employer")

- and -

Unifor and its local 598 (mine Mill)

(hereinafter called the "Union")

**RE: LOCAL HEALTH INTEGRATION NETWORKS (LHINS) AND
RESTRUCTURING**

In the event of health service integration with another service provider the Employer and the Union agree to meet.

(a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.

(b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.

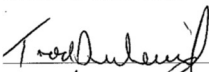


(c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

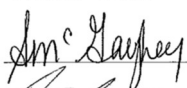
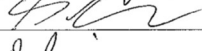

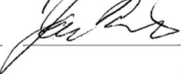

(d) Any integration that is subject to PSLRTAA shall be done in accordance with the Act.

DATED AND SIGNED IN SUDBURY, THIS 18 DAY OF October, 2023

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**FINLANDIA HOIVAKOTI NURSING HOME
(FINLANDIA NURSING HOME LIMITED)
(hereinafter called the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

RE: AUTOMATED SOFTWARE PROGRAM – FILLING SHIFTS

The Employer has implemented an automated software program that will notify staff of available shifts. It will support our existing scheduling functions as per the Collective Agreement by having the automated system mass broadcast calls/e-mails/app notifications and/or text messages for every shift that becomes available.

Training will be made available to all employees for easy to follow instructions and a hard copy is also available for those that prefer this method.

The system makes use of phone, e-mail, app notifications and text messaging to notify staff whenever a shift becomes available.

There are currently five options or methods with which you can be notified.

- Option #1: is through call/voice message via land line phone and/or cell phone.
- Option #2: is through a text message on a cellular phone
- Option #3: is through e-mail
- Option #4: is through logging into the portal
- Option #5: is through app notification

Please note that options #1 and #2 when used have a significant cost to the employer. Therefore, it is understood that employees will choose options #3, #4, and #5 as a default. If this is not possible due to unavailability or unforeseen circumstances, then the employer will authorize the use of options #1 and #2.

Timelines

- If shift has started or is starting within 48 hours, staff will have 15 minutes to respond
- If shift starts after 48 hours, they will have 1 hour to respond

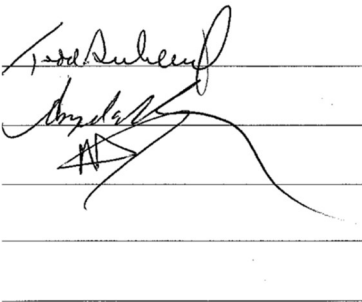
Shifts will be assigned based on seniority and rotation following all the scheduling language as per the Collective Agreement.

The system has a built-in response tracking report to see employees that responded and at what time or declined or ignored. This information if requested by the union will be made available. The call-in sheets that are normally used will still be in effect.

Employees are able to turn off notifications or shifts if you are off or do not want to be notified of immediate or upcoming shifts by logging into the portal.

DATED AND SIGNED IN SUDBURY, THIS 19 DAY OF October, 2023.

FOR THE EMPLOYER



FOR THE UNION

